

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER	2. (X one)
SP0510-03-R-0101	a. SEALED BID
	X b. NEGOTIATED (RFP)
	c. NEGOTIATED (RFQ)

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

**3. ISSUING OFFICE (Complete mailing address, including Zip Code)**

Defense Supply Center Phila G & I  
700 Robbins Ave  
Philadelphia, PA 19111-5092

**4. ITEMS TO BE PURCHASED (Brief description)**

Various Naval Air Systems Command (30003) Acceptable Source Part Numbered Items (Critical Safety Items -(CSI)) - See Item Description Pages

**5. PROCUREMENT INFORMATION (X and complete as applicable)**

	a. THIS PROCUREMENT IS UNRESTRICTED
X	b. THIS PROCUREMENT IS A <u>100</u> % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)
<input checked="" type="checkbox"/>	(1) Small Business
<input type="checkbox"/>	(2) Labor Surplus Area Concerns
<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns

**6. ADDITIONAL INFORMATION**

**THIS IS AN INDEFINITE QUANTITY CONTRACT (IQC) SOLICITATION FOR CRITICAL SAFETY ITEMS (CSI). THIS SOLICITATION IS FOR A LARGE GROUP OF NATIONAL STOCK NUMBERS. OFFERORS ARE CAUTIONED TO OBTAIN A COMPLETE COPY OF THE SOLICITATION FROM THE PROCUREMENT GATEWAY @ HTTP://PROGATE.DAPS.MIL/HOME OR AT THE FOLLOWING WEBSITE HTTP://WWW.DSCP.DLA.MIL/GI/GENERAL/SCP.HTM**

See Caution Notice - Page 4 for Additional Pertinent Information

**7. POINT OF CONTACT FOR INFORMATION**

a. NAME (Last, First, Middle Initial)  
Iris Brotman, PBBBA75

c. TELEPHONE NUMBER (Include Area Code and Extension)  
(NO COLLECT CALLS) (215) 737-2765

b. ADDRESS (Include Zip Code)  
Defense Supply Center Phila G & I  
700 Robbins Ave  
Philadelphia, PA 19111-5092

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <b>→</b>		RATING <b>TO BE SATISFIED ON EACH</b>	PAGE OF PAGES 1   78
2. CONTRACT NO.	3. SOLICITATION NO. <b>SP0510-03-R-0101</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>2003 JUL 23</b>	6. REQUISITION/PURCHASE NO. <b>IDT03106005100</b>
7. ISSUED BY <b>Defense Supply Center Phila G &amp; I 700 Robbins Ave Philadelphia, PA 19111-5092</b>		CODE <b>SP0500</b>		8. ADDRESS OFFER TO (If other than Item 7) <b>Defense Supply Center Phila G &amp; I ATTN:DSCP-PB PO BOX 56667 Philadelphia, PA 19111- 6667</b>	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and one (1) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **DSCP, Bldg. 36, Bid Opening Room** until **4:00PM** local time **2003 AUGUST 27** (Hour) (Date)

FAX Number(s): (215)737-9300

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: <b>→</b>	A. NAME <b>Iris Brotman, PBBBA75</b>	C. E-MAIL ADDRESS <b>ibrotman@dla.mil</b>
	B. PHONE / FAX (NO COLLECT CALLS) <b>(215) 737-2765 / FAX: 737-5501</b>	

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	<b>1</b>	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	<b>47</b>
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	<b>7</b>	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	<b>44A,B 45</b>	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	<b>46</b>	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	<b>57</b>
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	<b>46</b>	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	<b>62</b>
	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	<b>72</b>
	H	SPECIAL CONTRACT REQUIREMENTS					

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: <b>→</b>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 41 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <b>→</b>	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

NSN 7540-01-152 8064  
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

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**1. SF 33 Block 9 (Block 3 DD Form 1701):**

Offer Due Date/Local Time: **27 AUGUST 2003 – 4:00PM LOCAL  
PHILADELPHIA TIME**

**2. Mailed offers should be sent to:**

Defense Logistics Agency  
Defense Supply Center Philadelphia  
Post Office Box 56667  
Philadelphia, PA 19111-6667

Solicitation No: **SP0510-03-R-00101**

Opening/Closing Date and Time: **27 AUGUST 2003 – 4:00PM LOCAL  
PHILADELPHIA TIME**

**Handcarried Offers should be delivered to:**

Defense Supply Center Philadelphia  
Business Opportunities Office  
Building 36, 2nd Floor  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

Solicitation No: **SP0510-03-R-0101**

Opening/Closing Date and Time: **27 AUGUST 2003 – 4:00PM LOCAL  
PHILADELPHIA TIME**

[Examples of Handcarried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier; or USPS Express Mail, USPS Certified Mail.]

**Note:** All handcarried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “handcarries” the package to the address specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in **Block 9 of the Standard Form 33.**

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**Facsimile offers (see FAR 52.214-31 - Included in Clause I001 by Reference) or offer modifications/withdrawals should be transmitted to:**

(215) 737-9216 or (215) 737-8414

**Offers submitted to any other telephone number shall not be considered for award.**

**3. Block 15c: Remittance Address: (if different from Contractor/Offeror address in block 15a.)**

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**CAUTION NOTICE:**

Solicitation SP0510-03-R-0101 contains 34 line items. Offers can be provided on **any** or **all** line items. ***Each line item will be evaluated and awarded individually, based on Best Value Government Source Selection Procedures.*** Additional Naval Air Systems Command (30003) acceptable source format item(s) *may* be added via **ADDITION AND DELETION OF CRITICAL SAFETY ITEMS – (DSCP MAY 2003)** on a post-award basis via Supplemental Agreement. See solicitation language for further details.

This is an Indefinite Quantity Contract Solicitation on Critical Safety Items (CSI). All line items contain First Article Test (FAT) Requirements. Offerors are required to provide **separate pricing** for FAT. Additive Clin 9906 has been established for Government FAT for all Line Items, except Line Item 0003, and is to be **separately priced.** Additive Clin 9907 has been established for Line Item 0003 **only** (Contractor First Article Testing) and is **not separately priced.** Production Lot Testing (PLT) is required for **every** order. Additive Clin 9910 has been established for PLT – **not separately priced.** See item description pages for further details. Additive Clins will appear on subsequent delivery orders as required. In the event that FAT requirements are waived, an award will not be made for the additive clin 9906 or 9907.

OFFERORS SHALL PROVIDE PRICING FOR BOTH THE ANNUAL ESTIMATED QUANTITIES AND THE FIRST ARTICLE REQUIREMENT.

OFFERORS SHALL INCLUDE PRICING AS APPLICABLE, FOR PRODUCTION LOT TESTING (PLT) WITHIN THE BASIC ITEM PRICE (i.e., Item 0001, 0002, 0003, etc.). PLT APPLIES TO **ALL** DELIVERY ORDERS PLACED AGAINST BASIC CONTRACT(S).

This is an Indefinite Quantity Contract (IQC) Solicitation. This solicitation contains an Option to extend performance for an additional three **separate** (3) one year options. Offerors **MUST** complete **Clause I134 DSCP 52.217-9I05 “OPTION TO EXTEND THE TERM OF CONTRACT - NOTICE OF EPA PROVISION (ALTERNATE) (JULY 1992) ADDENDUM I DSCP (OCT 1994)”** in order to be considered if the Government elects to accept initial offer without discussions.

After evaluation of the all offers received, the Contracting Officer *may* make a determination to make multiple awards to both a source that has already provided material and First Article Test Requirements (FAT) can be waived and to a source for whom FAT cannot be waived. Accordingly, unless an offeror otherwise qualifies its offer, pricing submitted in response to this solicitation will apply to the total requirement and/or any partial award quantities. ***See MULTIPLE AWARDS FOR ITEMS REQUIRING FIRST ARTICLE TESTING – DSCP (MAY 2003) language contained in sections L & M of this solicitation.***

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The base period of the Indefinite Quantity Contract (IQC) resulting from this solicitation will be two (2) years. The estimated quantities set forth in the schedule are estimated "ANNUAL" quantities (one year Estimates). The estimated value of this solicitation and the resulting contract(s) will be two (2) times the estimated annual value. See Clause **F051 - Clause DSCP 52.216-9I29 DELIVERY ORDER LIMITATIONS – INDEFINITE QUANTITY CONTRACT** – for further guidance.

Delivery schedule will be 450 days to allow for First Article Test Requirements and Production Lot Testing. Delivery will be reduced if First Article Test Requirements can be waived. Delivery will be cited on each delivery order based on Testing Requirements in accordance with the terms of this solicitation. See item description pages for testing requirements, Critical Safety Item (CSI) Quality Assurance Provisions (QAPs). Also see Clause F038 – DSCP 52.211-9I19 TIME OF DELIVERY – FIRST ARTICLE.

ALL CSI QAPS are available on CD Rom upon request. Contact Iris Brotman, BBA75 @ 215-737-2765 or email [Iris.Brotman@dla.mil](mailto:Iris.Brotman@dla.mil).

See Critical Safety Item (CSI) Clauses I217, I218, and L078 contained in this solicitation.

Pricing on this solicitation is to be on an F.O.B Origin basis. Evaluation of offers will be on and F.O.B. Origin basis as per **Clause F006 - FAR 52.247-29 F.O.B. ORIGIN (JUN 1988)(I)**.

**Best Value:** This procurement is being solicited as a 100% set-aside for Small Business utilizing "Best Value" Source Selection Procedures. The Government will perform a technical and price tradeoff evaluation to determine which offer represents the "**best value**" to the Government. For this solicitation, **Technical merit is determined to be More important than Price.** The information provided in the technical/business proposal will be used for evaluation purposes only. However, the Government reserves the right to make any part of the proposal a contractual requirement at time of award.

**Proposal Preparation:** Offers **must** be prepared and submitted to the Government (including a Business and Technical Proposal) in accordance with the Instructions set forth in Section L – "Instructions to Offerors" and Section M – "Evaluations" of this solicitation.

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NOTE: Although an offeror must comply with the minimum requirements of the solicitation in order for its offer to be acceptable, an offeror may offer the Government terms and/or conditions that exceed those cited in this solicitation

The Annual Estimated Quantity (AEQ) is Defense Supply Center Philadelphia's (DSCP's) "good faith" estimate of each item's annual requirements. In determining price, potential contractors should take into account any business risk associated with these estimates.

**Surge Requirements:** This procurement also contains Surge Requirements. Each offeror will be required to submit a Surge Plan with its initial offer. Surge requirements are unanticipated demands for accelerated delivery of supplies or services within industrial capabilities during wartime, and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency. An acceptable Surge Plan shall become part of any forthcoming contract. Offerors should refer to the Surge Clauses and Requirements. See Clause I196 and the Schedule of Surge Requirements contained in Section I of the solicitation and Clauses L071, L073 and M047 for additional details.

**Clause I038 – DSCP 52.209-9I06 FIRST ARTICLE APPROVAL – CONTRACTOR TESTING (DEC 1987)** applies only to line item 0003. All other line items are for Government First Article Testing. Accordingly, **M015 – DSCP 52.209 – 9I03 EVALUATION-FIRST ARTICLE APPROVAL (FEB 1970)(III)**, applicable only to Government First Article Testing, does not apply to line item 0003.

Note: Packaging requirements are contained in Attachment A, after the item description pages of this solicitation.

**NOTE: ALL REFERENCES TO DISC OR DISC CLAUSES SHOULD BE READ AS DSCP OR DSCP CLAUSES!**

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**PR: IDT03106005100**

**NSN: *VARIOUS-SEE ATTACHED LISTING***

NAVAL AIR SYSTEMS COMMAND (30003)  
ACCEPTABLE SOURCE: - SEE ATTACHED LISTING  
P/N - VARIOUS - SEE ATTACHED LISTING

**THE FOLLOWING TEXT APPLIES TO ALL LINE ITEMS:**

OFFERORS NOT CITED AS ACCEPTABLE SOURCES IN THE  
PROCUREMENT ITEM DESCRIPTION ARE REQUIRED TO  
OBTAIN SOURCE APPROVAL FROM THE DESIGN CONTROL  
ACTIVITY. SOURCE APPROVAL REQUESTS/TECHNICAL  
DATA PACKAGES MUST BE SUBMITTED TO DSCP WITH  
THE OFFER.

IDENTIFY TO:  
MIL-STD-130K 15 JAN 2000  
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

**CRITICAL ITEM - SOURCE INSPECTION REQUIRED.**

**THIS IS A NAVY IDENTIFIED CRITICAL SAFETY  
ITEM (CSI).**

ALL REQUESTS FOR WAIVERS OR DEVIATIONS MUST BE  
FORWARDED TO THE DSC CONTRACTING OFFICER FOR  
REVIEW AND APPROVAL.

ALL ITEMS OF SUPPLY SHALL BE MARKED IAW  
MIL-STD-129.  
IN ADDITION EACH UNIT PACK WILL BE MARKED WITH  
LOT NUMBER (IF AVAILABLE), CONTRACTOR CAGE  
CODE, ACTUAL MANUFACTURERS CAGE CODE AND PART  
NUMBER.

IN ADDITION TO THE REQUIREMENTS SPECIFIED  
IN THE LATEST REVISION OF MIL-STD-129,  
MARK EACH UNIT PACK WITH LOT NUMBER, CONTRACTOR  
CAGE CODE, MANUFACTURER'S CAGE CODE AND PART  
NUMBER.

ALERT -- DLA-MMLSD LETTER, DATED 5 DEC 96,  
MANDATES FLIGHT SAFETY CRITICAL AVIATION  
PARTS TO BE PACKAGED QUP OF 001. EACH UNIT  
PACKAGE WILL BE MARKED WITH THE NSN, CONTRACT  
NUMBER, LOT NUMBER, CONTRACTOR CAGE CODE,  
MANUFACTURER'S CAGE CODE AND PART NUMBER.



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QUESTIONS MAY BE DIRECTED TO DSCP-ITB PACKAGING SPECIALIST.

#### **FLIGHT SAFETY CRITICAL AIRCRAFT PART**

WHEN THE PURCHASE ITEM DESCRIPTION (PID) DESCRIBES THE REQUIRED PRODUCT(S) BY NAME AND PART NUMBER OF A SPECIFIC ENTITY, BY THE NAMES AND PART NUMBERS OF A NUMBER OF SPECIFIC ENTITIES, OR BY THE NAME(S) AND PART NUMBER(S) OF SPECIFIC ENTITY/ENTITIES AS MODIFIED BY ADDITIONAL REQUIREMENTS SET FORTH IN THE PID, ONLY THAT/TTHOSE PRODUCT(S) HAVE BEEN DETERMINED TO MEET THE NEEDS OF THE GOVERNMENT AND ARE ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT PRODUCT(S)" AS DEFINED IN "DLAD 52.217-9002, CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS."

A VENDOR OFFER/QUOTATION, "BID WITHOUT EXCEPTION," IS A CERTIFICATION THAT THE "EXACT PRODUCT," MANUFACTURED BY ONE OF THE ENTITIES CITED IN THE PID WILL BE FURNISHED UNDER THE CONTRACT OR ORDER. ANY PRODUCT MANUFACTURED BY OTHER THAN ONE OF THE ENTITIES CITED IN THE PID IS AN "ALTERNATE PRODUCT," EVEN THOUGH IT MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATIONS OF ONE OF THE ENTITIES CITED IN THE PID

IF AN ALTERNATE PRODUCT IS FURNISHED UNDER A CONTRACT OR ORDER FOR AN EXACT PRODUCT, THE ALTERNATE PRODUCT WILL BE AN UNAUTHORIZED SUBSTITUTION, AND MAY YIELD CRIMINAL PENALTIES IN ADDITION TO ANY CIVIL REMEDIES AVAILABLE TO THE GOVERNMENT.

#### **CRITICAL APPLICATION ITEM**

***THE FOLLOWING IS A LIST OF QUALITY ASSURANCE PROVISIONS (QAP) AND THEIR DATES. FULL TEXT OF THESE QAPS IS ALSO AVAILABLE AT:***

***[http://www.dscp.dla.mil/gi/prod\\_services/qaphome.htm](http://www.dscp.dla.mil/gi/prod_services/qaphome.htm)***

I/A/W QAP 14153 - QAP EQ001 REV B  
BASIC DTD 96 FEB 13  
AMEND NR DTD  
TYPE NUMBER:

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I/A/W QAP 14153 QAP- EQ002 REV A  
 BASIC DTD 03 MAR 10  
 AMEND NR DTD  
 TYPE NUMBER:

I/A/W QAP 1453 QAP-00506 REV F - *NOTE: THIS QAP ONLY APPLIES*  
 BASIC DTD 99 DEC 15 *AS CALLED OUT – SEE ITEM*  
 AMEND NUMBER: *DESCRIPTIONS*

**CRITICAL SAFETY ITEM (CSI) QAPS ARE CALLED OUT ON THE ITEM DESCRIPTION PAGES (A DIFFERENT QAP APPLIES TO EACH LINE ITEM). COPIES OF THE QAPS WILL BE SUPPLIED UPON REQUEST ON CD ROM – CONTACT IRIS BROTMAN, PBBBA/75 215-737-2765.**

**FIRST ARTICLE TESTING:** THE OFFEROR **SHALL PROVIDE TWO PRICES** – ONE PRICE FOR THE ANNUAL ESTIMATED QUANTITIES AND ONE PRICE FOR FIRST ARTICLE REQUIREMENTS. OFFERS WILL BE EVALUATED ON PRICING SUBMITTED ON THE ANNUAL ESTIMATED QUANTITY (AEQ) IN ADDITION TO BEST VALUE SOURCE SELECTION FACTORS DETAILED IN THIS SOLICITATION.

**NOTE: CSI QAPS detail requirements including First Article Testing (FAT) and Production Lot Testing (PLT).** Delivery orders that will be placed after contract award(s) will include ADDITIVE CLINs:

- Additive CLIN 9906 will be used for FAT Test Requirements – Separately Priced (SP). In the event that the First Article Test and Approval Requirements are waived, an award will not be made for Clin 9906.
- Additive CLIN 9910 will be used for Production Lot Testing (PLT) (Special Testing) – Not Separately Priced (NSP) (Note: PLT applies to all delivery orders).

**LATEST REVISIONS OF EACH DRAWING ARE CITED WITH EACH LINE'S ITEM DESCRIPTION.**

**THE FOLLOWING TEXT APPLIES TO EACH LINE ITEM:**

**DATA IS PROPRIETARY OR INSUFFICIENT FOR COMPETITIVE PROCUREMENT**

**DESTINATION: DELIVERY SHALL BE TO ANY DESTINATION WITHIN THE CONTINENTAL UNITED STATES, EXCLUDING ALASKA.**

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**PREP FOR DELIVERY: PACKAGING CODES FOR STOCK**  
**QUP = SEE ATTACHMENT A.**

PKGING DATA – MIL-STD-2073-1D, 15 DEC 1999

Complete Packaging Data for Each NSN can be found in Attachment A  
 (which is located after the Item Description Pages or on the Website at  
<http://www.dscp.dla.mil/gi/general/scp.htm>.)

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
 SPECIAL MARKING CODE: 00 – NO SPECIAL MARKING.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH  
 MIL-STD-129 (LATEST REVISION) MARKING AND BAR CODING IN  
 ACCORDANCE WITH AIM BCI.

**THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:**

*UNIT PACK APPLIES WHERE POSSIBLE.*

Note: Unit Pack Stamp applies

**THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:**

OFFER BASED ON:  
 MANUFACTURER'S  
 NAME AND PART NUMBER: \_\_\_\_\_

**NOTE: OFFEROR MUST STATE THE MFG.'S NAME, CAGE AND PART  
 NUMBER ON THE SUBSEQUENT ITEM DESCRIPTION PAGES WITH THEIR  
 OFFER!**

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**SECTION B - CONTINUATION SHEET**

<b>ITEM NO.</b>	<b>NSN / PN ITEM DESCRIPTION</b>	<b>ANN EST QUANTITY</b>	<b>U / I</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0001	5305-01-132-1044 SCREW ASSY (SWAYBRACE) NAVAL AIR SYSTEMS COMMAND (30003) WASHINGTON,D.C. P/N 1534AS194 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPISES CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS194 REV D 14153 QAP-CSI014	400	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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**SECTION B - CONTINUATION SHEET**

ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0002	5306-01-131-2891 BOLT, SHOULDER NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS130 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS130 REV G 14153 QAP-CSI019	950	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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<b>ITEM NO.</b>	<b>NSN / PN ITEM DESCRIPTION</b>	<b>ANN EST QUANTITY</b>	<b>U / I</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0003	5307-01-138-7767 STUD, SHOULDERED NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS159 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC. (05DN8) SPANISH FORK,UT. SOLO INDUSTRIES CORP. (09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES CO. (072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. EXCEPTION TO QAP-CS107 FAT TO BE PERFORMED AT CONTRACTOR'S PLANT I/A/W QAP-00506* IDENTIFY TO: 30003 1534AS159 REV L 14153 QAP-CS107	200	EA		
9907	<b><i>FAT = First Article Testing Report –</i></b> <b><i>For this Line Item Only – Contractor First Article Testing</i></b> <b><i>Note: For this line item only, FAT Report Not Separately Priced (NSP)</i></b>	2		EA	
9910	Production Lot Testing – Not Separately Priced				

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<b>ITEM NO.</b>	<b>NSN / PN ITEM DESCRIPTION</b>	<b>ANN EST QUANTITY</b>	<b>U / I</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0004	5307-01-301-5810 STUD SHOULDER NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 443AS203 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 443AS203 REV C 14153 QAP-CSI036	80	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0005	5310-01-141-4098 WASHER,SPRING TENSION NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS325 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. EXCEPTION TO QAP-CSI018:DD-FORM 1423-1 SHOULD READ P/N 1534AS325 I/L/O 1534AS335. IDENTIFY TO: 30003 1534AS325 REV E 14153 QAP-CSI018	10630	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				



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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0006	5315-01-129-2860 PIN NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS121 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS121 REV G 14153 QAP-CSI017	1760	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0007	5315-01-129-7021 PIN, GROOVED, HEADLESS NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS154 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISES CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS154 REV E 14153 QAP-CSI025	150	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing -- Not Separately Priced				

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0008	5315-01-129-7023 PIN, STRAIGHT, HEADLESS NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS176 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS176 REV G 14153 QAP-CSI026	100	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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<b>ITEM NO.</b>	<b>NSN / PN ITEM DESCRIPTION</b>	<b>ANN EST QUANTITY</b>	<b>U / I</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0009	5315-01-130-3309 PIN, STRAIGHT, HEADED NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD. P/N 1534AS136-1 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISES CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS136 REV D 14153 QAP-CSI023	12000	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0010	5315-01-130-3311 PIN, STRAIGHT, HEADLESS NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS413 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS413 REV G 14153 QAP-CSI016	80	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0011	5315-01-131-7705 PIN, STRAIGHT, HEADED NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS138 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS138 REV G 14153 QAP-CSI024	70	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing -- Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0012	5315-01-132-3576 PIN, STRAIGHT, HEADLESS NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS198 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS198 REV B 14153 QAP-CSI027	200	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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0013	5315-01-136-5808 PIN, SHOULDER, HEADLESS NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS150 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES CO.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS150 REV E 14153 QAP-CSI095	1500	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				



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<b>ITEM NO.</b>	<b>NSN / PN ITEM DESCRIPTION</b>	<b>ANN EST QUANTITY</b>	<b>U / I</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0014	5315-01-138-5628 PIN, STRAIGHT, HEADED NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS129 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISES INC.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS129 REV F 14153 QAP-CSI021	50	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0015	5315-01-141-1890 PIN,STRAIGHT,HEADED NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS139 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS139 REV G 14153 QAP-CSI022	300	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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<b>ITEM NO.</b>	<b>NSN / PN ITEM DESCRIPTION</b>	<b>ANN EST QUANTITY</b>	<b>U / I</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0016	5315-01-182-1740 PIN NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS136-2 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISES INC.(05DN8) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES CO.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS136 REV D 14153 QAP-CSI098	100	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing -- Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0017	5315-01-221-0824 PIN.GROOVED,HEADLES NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS127 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO 30003 1534AS127 REV H 14153 QAP-CSI013	50	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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<b>ITEM NO.</b>	<b>NSN / PN ITEM DESCRIPTION</b>	<b>ANN EST QUANTITY</b>	<b>U / I</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0018	5315-01-239-6000 PIN,HOLLOW NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS126 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISES CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES CO.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS126 REV M 14153 QAP-CSI020	37	EA		
9906	FAT = First Article Testing	2		EA	
9910	Production Lot Testing – Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0019	5315-01-460-5649 PIN.STRAIGHT.HEADED NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS7136-1 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS7136 REV B 14153 QAP-CSI012	100	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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0020	5340-01-125-8851 DETENT PLUNGER NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD. P/N 1534AS140 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC. (05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP. (09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES CO. (072E5) INDIANAPOLIS.IN. MARVIN ENGINEERING CO.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS140 REV H 14153 QAP-CSI06	100	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0021	5340-01-125-8860 LEVER,MANUAL CONTROL NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS422 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS.IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD.CA. IDENTIFY TO: 30003 1534AS422 REV H 14153 QAP-CSI015	400	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				



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0022	5340-01-132-0676 ROD END, THREADED NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD. P/N 1534AS153 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC. (05DN8) SPANISH FORK,UT. SOLO ENTERPRISES CORP. (09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES CO. (072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.(32067) INGLEWOOD,CA. FINISH PER MIL-F-7179/MIL-F-18264 ILO F-525. USE MIL-STD-130 ILO DPS 3.02 IDENTIFY TO: 30003 1534AS153 REV C 14153 QAP-CSI05	50	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing -- Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0023	5340-01-303-3983 HANDLE, DOOR NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS5060 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(09245) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO; 30003 1534AS5060 REV E 14153 QAP-CSI028	75	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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0024	5340-01-460-3433 CATCH,FRICTION NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER,MD. P/N 1534AS7209 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS7209 REV BASIC 14153 QAP-CSI035	40	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0025	5360-01-131-3363 SPRING NAVAL AIR SYSTEMS COMMAND (30003) PAXUTENT RIVER, MD P/N 1534AS177 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS177 REV D 14153 QAP-CSI033	500	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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0026	5360-01-131-5641 SPRING, HELICAL, COMPRESSION NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS199 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC (05DN8) SPANISH FORK,UT, SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS199 REV D 14153 QAP-CS1037	25	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0027	5360-01-131-5643 SPRING, HELICAL, EXTENSION NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS175 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.909245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS.IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD.CA. IDENTIFY TO: 30003 1534AS175 REV D 14153 QAP-CSI032	530	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

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**SECTION B - CONTINUATION SHEET**

ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0028	5360-01-136-3634 SPRING NAVAL AIR SYSTEMS COMMAND (30003) PAXUTENT RIVER, MD P/N 1534AS161 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC (05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS161 REV D 14153 QAP-CS1031	190	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF 78 39	
	<b>SP0510-03-R-0101</b>		

**SECTION B - CONTINUATION SHEET**

ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0029	5360-01-140-0878 SPRING, HELICAL, COMPRESSION NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD P/N 1534AS142 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVINE ENGINEERING CO.INC (32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS142 REV D 14153 QAP-CSI029	150	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF 78 40	
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**SECTION B - CONTINUATION SHEET**

<b>ITEM NO.</b>	<b>NSN / PN ITEM DESCRIPTION</b>	<b>ANN EST QUANTITY</b>	<b>U / I</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0030	5360-01-140-0879 SPRING,HELICAL,EXTENSION NAVAL AIR SYSTEMS COMMAND (30003) PAXUTENT RIVER, MD P/N 1534AS141 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC (05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS141 REV E 14153 QAP-CSI030	45	EA		
9906	FAT = First Article Testing	2		EA	
9910	Production Lot Testing – Not Separately Priced				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE 41 OF 78	
	<b>SP0510-03-R-0101</b>		

**SECTION B - CONTINUATION SHEET**

ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0031	5360-01-150-6665 SPRING, LIMITING, WEDGE NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS221 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.)09245) LA PUENTA,CA. RAYTHEON TACHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS221 REV D 14153 QAP-CSI046	350	EA		
9906	FAT = First Article Testing	2		EA	
9910	Production Lot Testing -- Not Separately Priced				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF 78 42	
	<b>SP0510-03-R-0101</b>		

**SECTION B - CONTINUATION SHEET**

<b>ITEM NO.</b>	<b>NSN / PN ITEM DESCRIPTION</b>	<b>ANN EST QUANTITY</b>	<b>U / I</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0032	5360-01-165-3681 SPRING,HOOK LATCH NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER, MD. P/N 1534AS120 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC. (05DN8) SPANISH FORK,UT SOLO ENTERPRISES CORP. (09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES CO. (072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWWOD,CA. IDENTIFY TO: 30003 1534AS120 REV G 14153 QAP-CSI010	1000	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF 78 43	
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**SECTION B - CONTINUATION SHEET**

<b>ITEM NO.</b>	<b>NSN / PN ITEM DESCRIPTION</b>	<b>ANN EST QUANTITY</b>	<b>U / I</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0033	5360-01-179-2222 SPRING, HELICAL, EXTENSION NAVAL AIR SYSTEMS COMMAND (30003) PATUXENT RIVER MD P/N 1534AS298 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES INC.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. IDENTIFY TO: 30003 1534AS298 REV E 14153 QAP-CSI041	85	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED  <b>SP0510-03-R-0101</b>	PAGE OF 78 44	
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**SECTION B - CONTINUATION SHEET**

ITEM NO.	NSN / PN ITEM DESCRIPTION	ANN EST QUANTITY	U / I	UNIT PRICE	TOTAL AMOUNT
0034	5315-01-454-1226 PIN,STRAIGHT,HEADLESS NAVAL AIR SYSTEMS COMMAND (30003) PAXTUXTANT RIVER,VA. P/N 3036AS415 ACCEPTABLE SOURCE KLUNE INDUSTRIES INC.(05DN8) SPANISH FORK,UT. SOLO ENTERPRISE CORP.(09245) LA PUENTA,CA. RAYTHEON TECHNICAL SERVICES CO.(072E5) INDIANAPOLIS,IN. MARVIN ENGINEERING CO.INC.(32067) INGLEWOOD,CA. 30003 3036AS415 14153 QAP-CSI099  <b>FAT = First Article Testing</b>	5	EA		
9906	FAT = First Article Testing	2	EA		
9910	Production Lot Testing – Not Separately Priced				

**END OF ITEM DESCRIPTION PAGES**

NSN	PC	WF	PM	PRES	HM	QUP	TYPE	LOPA	LOPB	OPI	TABL	PDTN	U_WT	U_LG	U_WD	U_DP
5305011321044	27	A	0	10100000000D3	N	001	S	E	Q	O	NR	NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5306011312891	27	A	0	10100000000A1	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5307011387767	27	A	0	10100000000A1	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5307013015810	27	A	0	10100000000D3	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5310011414098	01	A	0	1010000000010	N	001	S	E	B	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315011292860	27	A	0	10100XXXXXXA1	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315011297021	27	A	0	10100XXXXXXA1	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315011297023	27	A	0	1010000000010	N	001	S	E	Q	O		NIJJ0MNNI	00000.00	0000.0	0000.0	00000.0
5315011303309	27	A	0	10100XXXXXXD3	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315011303311	27	A	0	10100XXXXXXA1	N	001	S	E	Q	O	VE	NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315011317705	27	A	0	10100XXXXXXA1	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315011323576	27	A	0	10100XXXXXXA1	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315011365808	27	A	0	10100XXXXXXA2	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315011385628	27	A	0	10100XXXXXXA1	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315011411890	27	A	0	10100XXXXXXA1	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315011821740	27	A	0	10100XXXXXX10	N	025	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315012210824	27	A	0	10100XXXXXXA2	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315012396000	27	A	0	10100XXXXXXA1	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5315014605649	27	A	0	1010000000010	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5340011258851	27	A	0	10100XX000D3	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5340011258860	27	A	0	10100000000D3	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5340011320676	27	A	0	10100XX000D3	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5340013033983	27	A	0	1010000000010	N	001	S	E	Q	M		NNNN0MNNN	00000.00	0000.0	0000.0	00000.0
5340014603433	27	A	0	1010000000010	P	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5360011313363	27	A	0	1010000000010	N	001	S	E	Q	O		NIJJ0MNNI	00000.00	0000.0	0000.0	00000.0
5360011315641	27	A	0	10100000000A1	N	001	C	E	Q	O		GBCC0FGGQ	00000.00	0000.0	0000.0	00000.0
5360011315643	27	A	0	10100000000A1	N	001	C	E	Q	O		GBCC0FGGQ	00000.00	0000.0	0000.0	00000.0
5360011363634	27	A	0	10100000000A1	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5360011400878	27	A	0	1010000000010	N	001	S	E	Q	O		NIJJ0MNNI	00000.00	0000.0	0000.0	00000.0
5360011400879	27	A	0	1010000000010	N	001	S	E	Q	O		NIJJ0MNNI	00000.00	0000.0	0000.0	00000.0
5360011506665	27	A	0	10100000000A1	N	001	C	E	Q	O		GBCC0FGGQ	00000.00	0000.0	0000.0	00000.0
5360011653681	27	A	0	10100XXXXXXD3	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0
5360011792222	27	A	0	1010000000010	N	001	S	E	Q	O		NIJJ0MNNI	00000.00	0000.0	0000.0	00000.0
5315014541226	27	A	0	1010000000010	N	001	S	E	Q	O		NIJJ0MNNJ	00000.00	0000.0	0000.0	00000.0

NSN	U_CUBE	I_	ICQ	MARK	ITC MARK
		CNT			
5305011321044	0000 000	D3	AAA	00	NO SPECIAL MARKING
5306011312891	0000 000	D3	AAA	00	NO SPECIAL MARKING
5307011387767	0000 000	D3	AAA	00	NO SPECIAL MARKING
5307013015810	0000 000	D3	AAA	00	NO SPECIAL MARKING
5310011414098	0000 000	XX	AAA	00	NO SPECIAL MARKING
5315011292860	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315011297021	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315011297023	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315011303309	0000 000	00	000	00	NO SPECIAL MARKING
5315011303311	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315011317705	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315011323576	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315011365808	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315011385628	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315011411890	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315011821740	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315012210824	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315012396000	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315014605649	0000 000	D3	AAA	00	NO SPECIAL MARKING
5340011258851	0000 000	D3	AAA	00	NO SPECIAL MARKING
5340011258860	0000 000	D3	AAA	00	NO SPECIAL MARKING
5340011320676	0000 000	D3	AAA	00	NO SPECIAL MARKING
5340013033983	0000 000	10	AAA	00	NO SPECIAL MARKING
5340014603433	0000 000	D3	AAA	00	NO SPECIAL MARKING
5360011313363	0000 000	D3	AAA	00	NO SPECIAL MARKING
5360011315641	0000 000	D3	AAA	00	NO SPECIAL MARKING
5360011315643	0000 000	10	AAA	00	NO SPECIAL MARKING
5360011363634	0000 000	D3	AAA	00	NO SPECIAL MARKING
5360011400878	0000 000	D3	AAA	00	NO SPECIAL MARKING
5360011400879	0000 000	D3	AAA	00	NO SPECIAL MARKING
5360011506665	0000 000	D3	AAA	00	NO SPECIAL MARKING
5360011653681	0000 000	00	000	00	NO SPECIAL MARKING
5360011792222	0000 000	D3	AAA	00	NO SPECIAL MARKING
5315014541226	0000 000	D3	AAA	00	NO SPECIAL MARKING

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NOTICE: ABVS EVALUATIONS IN BUSINESS SYSTEMS  
MODERNIZATION CONCEPT DEMONSTRATION

The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in July 2002.

Beginning in July 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs which are not in the BSM test, ABVS will continue to work as it does today.

A list of the affected NSNs can be found at 'World Wide Web URL at [dla.mil/j-6/bsm/SIRC/sirc.htm](http://dla.mil/j-6/bsm/SIRC/sirc.htm)'. Awards that will not be included in the ABVS performance data can be identified by contract numbers beginning with SPMXXX or SPEXXX in lieu of SPOXXX (this does not apply to orders issued against non-DLA Basic Ordering Agreements or contracts).

This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Vendor Information Center at 'World Wide Web URL at [131.70.202.70/j1206/bsm/test/vic.htm](http://131.70.202.70/j1206/bsm/test/vic.htm)'.

## NOTICE (JUN 2002)

**SPECIAL NOTICE:** Until all provisions, clauses, and documents, etc. can be updated, any reference to 'Defense Industrial Supply Center' or 'DISC' shall be construed to be the 'Defense Supply Center Philadelphia' or 'DSCP' respectively.

The provisions/clauses included herein, whether in full text or by reference, apply to this solicitation/order/contract in addition to any existing Federal Supply Schedule, Basic Ordering Agreement, or Simplified Purchase Agreement, when applicable. Provisions/clauses that permit or require insertion of information by the offeror are identified by an arrow (====).

Provisions/clauses that are incorporated by reference have the same force and effect as if they were provided in full text. The full text of these provisions/clauses can be found via the Internet. Refer to clause FAR 52.252-1, Solicitation Provisions Incorporated By Reference, (DPACS # L046) and FAR 52.252-2, Clauses Incorporated By Reference, (DPACS # I130), contained in this solicitation/contract, for URL information. Provisions/clauses are also available through the Contracting Officer.

Provisions/clauses incorporated herein by reference are coded as follows to identify the reference manual where the full text of the provision/clause can be found: the Federal Acquisition Regulation (FAR) by a (I), the DoD FAR Supplement (DFARS) by a (II) or the DSCP Guiding Principles for Acquisition (DGPA), subsection 52.200-3-P by a (III) at the end of the provision/clause title.

While these codes, i.e., I, II, III, still appear after the titles of the provisions/clauses incorporated by reference, they will eventually be removed. Once removed, the source of each provision/clause can be easily identified by one of the following numbering schemes: FAR by '52.XXX-XX', DFARS by '252.XXX-7XXX', DLA by '52.XXX-9XXX', and DSCP (G&I) by '52.XXX-91XX'. The words FAR, DFARS, DLAD, and DSCP may also

appear in the provision/clause title.

If shipping information inadequate, please fax DSCP G&I Transportation Office at (215) 737-8402. Provide contract number, weight dimensions, and company.

A001 52.214-9101 SOLICITATION/CONTRACT FORM  
(DEC 2002) DSCP

(a) The provisions and clauses listed herein apply to this solicitation/contract.

(b) Some of the provisions and clauses are printed in full; others are included by reference to

(1) the Federal Acquisition Regulation (FAR),

(2) the Department of Defense (DoD) FAR Supplement (variously referred to in this solicitation/contract as 'DFARS,' or DOD FAR SUPP'),

(3) the Defense Logistics Acquisition Directive (DLAD) or

(4) the DSCP Guiding Principles for Acquisition, Part 52. The provisions and clauses included by reference are identified by clause number, title, date and regulation paragraph number.

The text of the DSCP General & Industrial (G&I) '91' provisions/clauses are available from the Defense Supply Center Philadelphia World Wide Web URL at: [www.dscp.dla.mil/contract/dgpa/Part52/Part52\\_TOC\\_G&I.doc](http://www.dscp.dla.mil/contract/dgpa/Part52/Part52_TOC_G&I.doc). For the information on where to obtain the text of the FAR, DFARS or DLAD provisions/clauses, see either FAR provision 52.252-1, Solicitation Provisions Incorporated By Reference or FAR clause 52.252-2, Clauses Incorporated By Reference contained in this solicitation or contract/order. Each of the provisions and clauses incorporated by reference shall have the same force and effect as if set forth in full.

(c) Whenever a portion of a referenced provision or clause is reproduced to introduce or appropriately identify fill-in portion(s) of the provision or clause, this shall not be construed as varying the meaning of the entire provision or clause as it appears in the referenced document.

(d) Any provisions or clauses which permit or require insertion of information by the offeror are identified by an asterisk (\*) and ==>.

(e) Offerors are cautioned that the furnishing of additional information not requested, as well as failure to complete required insertions, may render the offer unacceptable. Bidders submitting their own letterhead with the bid package are cautioned that any conditions appearing on the letterhead which conflict with the terms and conditions of the Invitation for Bid may result in rejection of the bid as nonresponsive.

## SECTION D

D006 TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND  
CONTAINERS (APR 2003) DSCP

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of the ALSC Non-manufactured Wood Packing Policy, and Non-manufactured Wood Packing Enforcement Regulations (see URL: <http://www.alsc.org/>). All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of 'NC-US,' 1.25 inches or greater in height, accompanied by the SAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other

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than the top or bottom, contrasting and clearly visible."

and the variation limitation imposed by specification requirements.

## SECTION E

**E001 DSCP 52.246-9106 DISTRIBUTION OF MATERIAL  
INSPECTION AND RECEIVING REPORT (NOV 2002)**

Distribution of Material Inspection and Receiving Reports  
(DD Form 250) shall be as follows:

The Purchasing Office copy shall be marked DSCP-BBA75 ; the  
DLA Inventory Manager copy shall be marked DSCP-ORC - SI; for  
FMS requirements, an additional copy shall be marked  
DSCP-IAD. These copies shall be forwarded to:

Defense Supply Center Philadelphia  
General & Industrial Commodity Directorate  
700 Robbins Avenue  
Philadelphia, PA 19111-5096

If this purchase is for Foreign Military Sales (FMS), eight  
(8) copies of the DD Form 250 are required for the FMS  
Representative. These copies shall be mailed to the  
address(es) specified on the FMS Consignment Sheet (Form 700).

In accordance with DFARS Appendix F, a copy of the DD Form  
250 must be included with each additional package of a  
multi-package shipment.

**E009 DSCP 52.246-9108 INSPECTION AND ACCEPTANCE PROVISIONS  
(SEP 1990) (III)****E010 FAR 52.246-2 INSPECTION OF SUPPLIES -  
FIXED PRICE (AUG 1996) (I)****====> E012 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY  
REQUIREMENT (FEB 1999)**

The Contractor shall comply with the higher-level quality  
standard selected below. (If more than one standard is listed,  
the offeror shall indicate its selection by checking the  
appropriate block.)

Title/Number/Date/Tailoring  
[X] QAP CSI\*\*\* \*\* SEE THE ITEM DESCRIPTION PAGES  
[ ] FOR APPLICABLE CSI QAP NUMBER PER LINE ITEM.)  
[ ]  
[ ]

**E016 DLAD 52.246-9003 MEASURING AND TEST EQUIPMENT  
(JUN 1998)****E019 DLAD 52.246-9001 MANUFACTURING PROCESS CONTROLS AND  
IN-PROCESS INSPECTIONS (JUN 1998)**

## SECTION F

**F001 FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for  
by this contract will not be accepted unless the variation has  
been caused by conditions of loading, shipping, or packing, or  
allowances in the manufacturing processes, and then only to  
the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Increase 5 % Decrease 5 %

This increase or decrease shall apply separately to each  
quantity of an item called for in a delivery order for  
delivery or shipment to a single destination.

Nothing herein shall be construed to vary, alter or  
modify any specification requirement for the supplies  
described herein. Accordingly, this provision does not  
authorize shipment of supplies in other than the specified  
unit pack or of supplies which do not conform to tolerances

**F002 DSCP 52.247-9103 CONSIGNMENT AND ADDRESSING  
INSTRUCTIONS (JUL 1998) (III)****F006 FAR 52.247-29 F.O.B. ORIGIN (JUN 1988) (I)****F010 FAR 52.242-10 FOB ORIGIN-GOVERNMENT BILLS OF LADING  
OR PRE-PAID POSTAGE (APR 1984) (I)****F023 DSCP 52.211-9109 DELIVERY TIME - ADDITIONAL  
PROVISIONS (SEP 1990) (III)****F035 FAR 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT -  
SMALL PACKAGE SHIPMENTS (JAN 1991)****F038 DSCP 52.211-9119 TIME OF DELIVERY - FIRST ARTICLE  
TESTING - (MAR 1992)**

(a) Delivery of the supplies to be ordered under the  
terms of the contract that will result from this solicitation  
is required in accordance with the following schedule.

(1) If the requirement for First Article Approval is  
waived by the Government, delivery of supplies ordered is  
required within 150 days after date of each order.

(2) If the requirement for First Article Approval is  
not waived by the Government:

(i) delivery under the initial order issued is  
required within 450 days after the date of order.

(ii) delivery under each subsequent delivery  
order is required within 150 days after date of order or  
within 450 days after date of initial order, whichever is  
later.

(b) Notwithstanding any other provisions/clauses of this  
solicitation/contract, no deliveries shall be made prior to  
issuance of a delivery order (DD Form 1155).

**F040 DFARS 252.242-7003 APPLICATION FOR U.S. GOVERNMENT  
SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991)****====> \* F051 DSCP 52.216-9129 DELIVERY ORDER LIMITATIONS  
- INDEFINITE QUANTITY CONTRACT - STOCK BUY  
AND/OR DVD (MAY 1997)**

(a) Definitions.

(1) The term, Contract Year, means a period of  
twelve (12) calendar months commencing on the contract date  
and continuing through the twelfth (12th) calendar month  
thereafter.

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(2) The term, **Annual Estimated Quantity**, refers to the Government's good faith estimate of the requirements for each item during a specified contract year. If no specific contract year is cited, the annual estimated quantity shall apply to each and every contract year during the period of the contract, including each option year, if any.

(3) The **Annual Estimated Amount** for an item is the amount derived by multiplying the annual estimated quantity by the contract unit price at which the item is awarded.

(4) The **Annual Estimated Value of the Contract** is the sum of the annual estimated amounts of the items awarded. If the contract base period is in excess of one year, the **Estimated Value of the Contract** will be the annual estimated value of the contract multiplied by the number of years in the base period.

(5) The term, **Base Contract Period**, defines a period of performance consisting of one or more contract years. For this contract, the base contract period is 2 contract year(s), commencing on the contract date and extending through the 24 calendar month thereafter.

(6) The term, **Guaranteed Minimum**, is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract. This is not to be confused with the Minimum Order Limitation set forth in Paragraph (b) below. The guaranteed minimum is set forth in Paragraph (e) below.

(b) **Minimum Order.** As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be 25% OF AEQ. In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than the lowest quantity set forth in the lowest quantity even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.

(c) **Maximum Order Limitation.** Subject to the provisions of Paragraph (e) below related to the Guaranteed Minimum, the Contractor is not obligated to honor---

(1) Any order for an item in excess of  $\star$  %.

(2) Any order for a combination of items in excess of \$  $\star$ 200 percent of the AEQ

(3) A series of orders from the same ordering office within a period of 90 days that together call for quantities or dollar values in excess of the limitations in (1) or (2) of this Paragraph (c).

(d) Notwithstanding the maximum order limitations set forth in (c) above, the Contractor shall honor any order exceeding those maximum order limitations, unless that order, or orders, is/are returned to the ordering office within 5 days after issuance, with written or electronic notice stating the contractor's intent not to ship the item or items covered by the order(s) and the reasons therefore. Whereupon, the Government may either (i) reissue the order within the maximum order limitations, or (ii) order the supplies from another source. This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity within the guaranteed minimum so long as it is in excess of the minimum order limitation of Paragraph (b).

(e) **Guaranteed Minimum.**

(1) **Scope of Guaranteed Minimum.**

a. For a contract with a base period of one year, if the minimum guarantee is stated in terms of quantity, the guaranteed minimum will be a percentage of the annual estimated quantity of the item.

b. For a contract with a base period of one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be determined at the time of award and will be a percentage of the aggregate of the annual estimated amounts of the items awarded.

c. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of quantity, the guarantee will be a percentage of the annual estimated quantity for each item awarded multiplied by the number of contract years in the base period. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be a percentage of the annual estimated value

H019 GOVERNMENT'S RIGHT TO AUDIT NOTICE #3 (JUN 2000)

In addition to any other audits required by this contract, the Government reserves the right to audit the Government's accounting and procurement records related to the payments made under this contract. The audit may be conducted by either the Government or a private contractor at the Government's

expense. Any Government claims of overpayment will be pursued in accordance with FAR part 32 as well as any and all applicable supplemental regulations. The Government may demand collection of overpayments within six years from final disbursement.

multiplied by the number of contract years in the base period.

d. The minimum guarantee for any option period will be a percentage of the annual estimated quantity for each item covered by the option, if the guaranteed minimum is stated in terms of quantity, or will be a percentage of the annual estimated value, if the guaranteed minimum is stated in terms of dollar value.

(2) The Government guarantees that it will order under this contract, (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

[ ] A quantity of each item which represents percent of the annual estimated quantity of the item awarded. (Base period of one year).

[ ] Supplies which have a dollar value of at least percent of the annual estimated value reflected on Page 1 of the contract/award (Base period of one year).

[ ] A quantity of each item which represents percent of the annual estimated quantity of the item awarded multiplied by (Base period of two or more years).

[X] Supplies which have a dollar value of at least 10 percent of the of the annual estimated value multiplied by 2 (Base period of two or more years).

(3) Subject only to the minimum per order specified in Paragraph (b) above, in the sole discretion of the contracting officer, the guarantee may be placed by a single delivery order or by any number of delivery orders. The maximum quantity per order does not apply until after the guaranteed minimum.

(4) In the event that a single delivery order covers supplies which are both within the guaranteed minimum and in excess of the guaranteed minimum, the maximum delivery order limitations, in Paragraph (c) shall apply, and the Contractor shall be governed by the notice requirement of Paragraph (d).

(5) The aggregate of the delivery orders issued during the base contract period will be applied to the minimum guarantee as defined above. When the aggregate of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable, the minimum guarantee will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.

(f) **Maximum Contract Limitation.** Notwithstanding any other provisions of this clause or provisions included elsewhere in this solicitation, the maximum quantity or maximum dollar value that may be obligated against this contract is \$5,000,000.00

## SECTION I

I001 DSCP 52.214-9112 GENERAL PROVISION/CLAUSES (MAY 2003) (III)

I005 DLAD 52.211-9002 PRIORITY RATING (MAR 2000)

I008 FAR 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (MAY 2001) (I)

(b) Contractor's obligations

(1) Notwithstanding inspection and acceptance by the government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that at the time of delivery:

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for and method of shipment of such supplies will conform with the requirements of this contract and other related specifications such as MIL-STD-129

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and MIL-STD-2073.

(c) Remedies available to the government:

(1) The contracting officer shall give written notice to the contractor of any breach of warranties in paragraph (b) (1)

of this clause within one year of delivery, unless otherwise stated below.

(2) Written notice of breach of warranties in paragraph (b) (1) shall be provided to the contractor within:

(i) Five years after last delivery under the contract of refrigeration and air conditioning compressors installed on delivered equipment;

(ii) 18 months after last delivery under the contract of all food service equipment delivered with the exception of (i) above and (iii) below.

(iii) One year after last delivery under the contract on air conditioning equipment except compressors.

test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

## I039 DSCP 52.209-9105 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING - (DEC 1987)

FAR Clause 52.209-4, First Article Approval - Government Testing (SEP 1989), Alternate I (SEP 1989), is incorporated in this solicitation by reference to the FAR and has the same force and effect as if printed in full text; except that the following paragraphs substitute for paragraph (a) of the FAR Clause:

(a) The Contractor shall deliver 2 unit(s) of Lot/Item SEE LINES within 180 calendar days from the date of the initial delivery order issued under this contract to the Government at:

SEE CSI QAP FOR EACH APPLICABLE LINE ITEM

for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 120 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the Specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

Note: Gov't FAT applies to all line items EXCEPT LINE ITEM 0003

I040 FAR 52.223-6 DRUG-FREE WORKPLACE (JAN 1997) (I)

## I036 DLAD 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988)

(Applies to Line Item 0003 only)

## I038 DSCP 52.209-9106 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING - (DEC 1987)

(a) The Contractor shall test 2 unit(s) of Lot/Item SEE LINE ITEM as specified in this contract. At least 14 calendar days before the beginning of First Article Tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) FAR Clause 52.209-3, First Article Approval - Contractor Testing (SEP 1989), Alternate I (SEP 1989), is incorporated in this solicitation by reference to the FAR and has the same force and effect as if printed in full text; except that the following paragraph substitutes for paragraph (b) of the FAR Clause:

The Contractor shall submit the First Article Test report within 180 calendar days from the date of the initial delivery order issued under this contract to:

DSCP-ITA (NOTE: SEE CSI QAP FOR DETAILS)

ATTN: JOYCE STITSWORTH

700 ROBBINS AVENUE

PHILA., PA 19111-5096

marked 'FIRST ARTICLE TEST REPORT:

Contract No.

Lot/Item No.

To Be Assigned

Within 120 calendar days after the Government receives the

## I052 DFARS 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998) (II)

## DFARS 252.225-7013 DUTY-FREE ENTRY (APR 2003)

## I065 FAR 52.248-1 VALUE ENGINEERING (FEB 2000) (I)

## I066 FAR 52.246-23 LIMITATION OF LIABILITY (FEB 1997) (I)

## I075 FAR 52.219-6 NOTICE OF TOTAL SMALL-BUSINESS SET-ASIDE (JUL 1996) (I)

## I091 DFARS 252.209-7000 ACQUISITIONS FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) (II)

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I097\_0 DFARS 252.225-7014 PREFERENCE FOR DOMESTIC  
SPECIALTY METALS (MAR 1998) (II)

I097\_1 DFARS 252.225-7014 PREFERENCE FOR DOMESTIC  
SPECIALTY METALS (MAR 1998)  
ALTERNATE I (MAR 1998) (II)

I107 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) (I)

I128 FAR 52.216-18 ORDERING (OCT 1995) (I)

(a) Any supplies to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued

FROM [ ]

[X] The effective date of the award/contract.

[ ] or the effective  
date of the award/contract, whichever is later.

THROUGH [ ]

[X] a date exactly 2 calendar year(s)  
after

the effective date of the award/contract.

[ ] or a date exactly

calendar year(s) after the effective date of  
the award/contract, whichever is later.

NOTE: If a portion (but not all) of the requirement for an item (or lot) has been set aside for small business or labor surplus area concerns, the ordering period of the set-aside portion of the procurement for said item (or lot) shall terminate on the expiration date of the ordering period of the requirements contract awarded for the non-set-aside portion of said item (or lot).

I129 DSCP 52.216-9I21 ORDERING - SPECIAL PROVISION  
(OCT 1986) (III)

I130 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE  
(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR):

'World Wide Web URL at [www.arnet.gov/far/](http://www.arnet.gov/far/)'

'World Wide Web URL at [farsite.hill.af.mil/Vffar1.htm](http://farsite.hill.af.mil/Vffar1.htm)'

DoD Federal Acquisition Regulation Supplement (DFARS):

'World Wide Web URL at [www.acq.osd.mil/dp/dars/dfars.html](http://www.acq.osd.mil/dp/dars/dfars.html)'

'World Wide Web URL at [farsite.hill.af.mil/Vfdfar1.htm](http://farsite.hill.af.mil/Vfdfar1.htm)'

DLA Directive (DLAD):

'World Wide Web URL at

[www.dla.mil/j-3/j-336/logisticpolicy/rev5.htm](http://www.dla.mil/j-3/j-336/logisticpolicy/rev5.htm)'

DSCP General & Industrial (G&I):

'World Wide Web URL at

[http://www.dscp.dla.mil/contract/dgpa/Part52\\_Interface.doc](http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc)

Note: Clause text is contained in Subpart 52.200-P-3'.

I110\_0 DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA  
(MAY 2002) (II)

I110\_1 DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA  
(MAY 2002) ALTERNATE III (MAY 2002) (II)

I113 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING  
(DEC 1996) (I)

I117 DFARS 252.205-7000 PROVISION OF INFORMATION TO  
COOPERATIVE AGREEMENT HOLDERS (DEC 1991) (II)

I118 DFARS 252.225-7026 REPORTING OF CONTRACT PERFORMANCE  
OUTSIDE THE UNITED STATES (JUN 2000) (II)

I122 DFARS 252.223-7004 DRUG-FREE WORK FORCE  
(SEP 1988) (II)

I132 DFARS 252.226-7001 UTILIZATION OF INDIAN  
ORGANIZATIONS AND INDIAN-OWNED ECONOMIC  
ENTERPRISES (SEP 2001) (II)

==== \* I134 DSCP 52.217-9I05 OPTION TO EXTEND THE  
TERM OF THE CONTRACT - NOTICE  
OF EPA PROVISION (ALTERNATE) (JUL 1992)  
ADDENDUM I DSCP (OCT 1994)

(a) OPTION PROVISION

(1) At the option of the Government, this contract may be extended for up to, but not exceeding, 3 years beyond the base contract year. The total duration of the contract, including the base contract year, shall not exceed 5 years. The option may be exercised in increments of One (1) Year by written notice to the Contractor at least Thirty (30) days prior to the date of expiration of the then existing terms.

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(2) During any term of this contract, whether the base contract year or any option year(s), prices will be subject to adjustment in accordance with the clause of this contract entitled, ECONOMIC PRICE ADJUSTMENT - INDUSTRIAL COMMODITIES - SEE I 145. For purposes of the limitation on the aggregate of the increases provided by the applicable EPA clause, such adjustments shall be cumulative but not duplicative. Namely, the aggregate of the increases for orders issued during a contract term shall be governed by the limitation applicable to that contract term, and shall not be duplicated or increased because performance of the order in accordance with the delivery schedule therein causes the adjusting date to fall within a subsequent contract term which has its own limitation on aggregate increases.

## (b) TERMS AND CONDITIONS

(1) The terms and conditions of the contract for and during any period for which the option has been exercised shall be the same as those terms and conditions contained in the contract for the base contract year, subject to any adjustments in the price(s) which are warranted under Subparagraph (a) (2) above.

(2) THE EFFECTIVE DATE OF THE MODIFICATION by which the option is exercised will be that date on which the then current term of the contract expires. For purposes of establishing the 'contract price(s)' subject to adjustment under the clause entitled 'Economic Price Adjustment,' the 'contract price(s)' on the first day of any option period will be the contract price(s) in effect on the last day of the term or period immediately preceding the period for which the option has been exercised.

## (c) EVALUATION OF OFFERS

(1) Offers will be evaluated on the basis of the price(s) submitted for the base contract year only, without regard to the inclusion of this 'Option' provision. The reasons are as follows:

(i) Offerors are not permitted to offer prices for the 'Option' year(s) which differ from those of the base contract year.

(ii) This Solicitation and Offer includes a provision for Economic Price Adjustment. Therefore, offerors must submit prices which do not include contingencies for increases in costs.

(iii) The provision of this Solicitation and Offer pertaining to the Economic Price Adjustment applies to the base contract year and to all 'Option' years.

## (2) CAUTION NOTICE - ASSENT TO OPTION PROVISION

OFFERORS MUST SUBMIT OFFERS WHICH INCLUDE THIS OPTION PROVISION, AND MUST INDICATE THEIR ASSENT TO INCLUSION OF THE CLAUSE EITHER BY PLACING AN 'X' IN THE BLOCK BELOW, OR BY INDICATING CLEARLY ELSEWHERE IN THE OFFER THAT THEY HAVE READ AND UNDERSTAND THE CLAUSE, AND THAT THEY AGREE TO ITS INCLUSION IN THE RESULTING CONTRACT.

==> \* [ ] OFFEROR HAS READ AND UNDERSTANDS THE FOREGOING OPTION PROVISION, AND ASSENTS TO ITS INCLUSION IN ANY CONTRACT RESULTING FROM THIS SOLICITATION AND OFFER.

FAILURE TO INDICATE ASSENT TO THE CLAUSE ABOVE, OR ELSEWHERE IN THIS SOLICITATION AND OFFER, WILL RESULT IN REJECTION OF THE OFFER AS NONRESPONSIVE, AND MAY PRECLUDE CONSIDERATION OF THE OFFER IF THIS IS A NEGOTIATED SOLICITATION AND THE CONTRACTING OFFICER ELECTS TO MAKE AWARD WITHOUT DISCUSSIONS.

## ADDENDUM I DISC (OCT 1994)

X (d) [This paragraph (d) applies if an 'X' is indicated in the box provided here and in the appropriate area below and shall take precedence over any provisions of this contract or of this 'Option' clause which are inconsistent herewith.]

X (1) For purposes of this contract there will be more than a one year base contract period; the base contract period will be TWO (2) years. Therefore, where reference may be made elsewhere in this solicitation/contract or in this clause to a one (1) year base contract period, a TWO (2) year base contract

period shall apply.

X (2) The terms and conditions of the contract for and during any period for which the 'Option' provision has been exercised shall be the same as those terms and conditions contained in the contract for the TWO (2) year base contract period, except that the Government's Guaranteed Minimum shall be calculated as follows:

## (i) Guaranteed Minimum Expressed in Dollars.

For each Option year, the Guaranteed Minimum will be equal to an amount represented by that fraction of the base contract period's Guaranteed Minimum which represents one (1) year of the guaranteed amount. For example if the base contract period is three (3) years, the Guaranteed Minimum for each Option year will be equal to one-third of the Total Estimated Guaranteed Minimum Value established for the base contract period.

## (ii) Guaranteed Minimum Expressed in Quantity.

For each Option year, the Guaranteed Minimum will be equal to that quantity which is that fraction of the quantity of the base contract period's Guaranteed Minimum representing one (1) year of the guaranteed amount. For example if the base contract period is three (3) years, the Guaranteed Minimum for each Option year will be equal to one-third of the Total Estimated Guaranteed Minimum Quantity established for the base contract period.

I139 DSCP 52.209-9114 NONISSUANCE OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS WHEN CONTRACTOR IS EITHER SUSPENDED OR DEBARRED (SEP 1992) (III)

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I145 DSCP 52.216-9I25 ECONOMIC PRICE ADJUSTMENT  
- INDUSTRIAL COMMODITIES (MAY 1996)

(a) General. The unit prices of this contract shall be subject to adjustment periodically as provided herein. Although this contract has a base period of TWO (2) years with THREE (3) additional option years, all adjustments will be on the basis of contract calendar year as defined herein.

(b) Definitions. The terms used in this clause are defined as specified below:

(1) Economic Indicator. The economic indicator for purposes of price adjustments to be made under this clause, will be the preliminary version of the Producer Price Index

(PPI), set forth in Table 1081 of the monthly report entitled, 'Producer Prices and Price Indexes,' published by the Bureau of Labor Statistics (BLS), United States Department of Labor, for the Code Number and Commodity listed below:

CODE NUMBER AND COMMODITY

Code No: 1081

Commodity: NUTS, BOLTS, SCREWS, AND RIVETS

For the purposes of making price adjustments in accordance with this clause, only the preliminary version of the Producer Prices and Price Indexes report will be used. No additional adjustments will be made based on issuance of the final version of the report.

(2) Contract Date. The term which means the date of award of the contract(s) resulting from this solicitation, as set forth on the first page of the Award/Contract (Standard Form 26).

(3) Contract Calendar Year. The term which means a one (1) calendar year period consisting of twelve (12) calendar

months. The first contract calendar year shall commence on the contract date and shall end on a date exactly twelve calendar months thereafter. Each succeeding contract calendar year shall commence on the day immediately following the last day of the preceding contract calendar year. This definition shall apply to yearly periods of the base contract term as well as to any option periods.

(4) Contract Price. For purposes of this contract, the term, 'contract price,' shall mean:

(i) For the first Contract Calendar Year, the price(s) shown on the Award/Contract on the Contract Date.

(ii) For each succeeding Contract Calendar Year, the contract price(s) from the previous Contract Calendar Year appropriately adjusted pursuant to this clause.

(5) Base Price Index. For purposes of price adjustment under this clause, this term shall mean:

(i) For the First Contract Calendar Year, the PPI for the economic indicator for the month of the Contract Date.

(ii) For each succeeding Contract Calendar Year,

the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

(6) Adjusting Price Index. For purposes of price adjustment under this clause, this term shall mean the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

NOTE: The adjusting Price Index for one Contract Calendar Year becomes the Base Price Index for the next succeeding Contract Calendar Year.

(c) Price Adjustment Periods. Performance of this contract is divided into successive periods designated, 'Contract Calendar Years,' as defined in Subparagraph (b) (3) above. The anniversary of the First Contract Calendar Year shall be the first day of each succeeding Contract Calendar Year, and shall constitute the 'Contract Date' for purposes of establishing the Base Price Index for the ensuing Contract Calendar Year. Further, the calendar month in which the anniversary of the First Contract Calendar Year falls shall be the 'month of the contract date' for such purposes.

(d) Price Adjustment. The unit prices under this contract shall be subject to adjustment at the end of each Contract Calendar Year, whether the Contract Calendar Year is within the TWO year base contract term, or is in any

'Option' period of the contract. Subject to the limitations set forth in this clause, the prices shall be adjusted by the same percentage that the Adjusting Price Index bears to the Base Price Index. Upon publication of the Adjusting Price Index, the Contracting Officer shall calculate the price adjustment as follows:

(1) Divide the Adjusting Price Index by the Base Price Index to arrive at a quotient; and,

(2) Multiply the quotient derived above by the applicable contract unit price(s) for the preceding Contract Calendar Year.

The PPI to be used in calculating the above price adjustment(s)

shall be that index for the Code Number and Commodity specified in Paragraph (b) (1) above. If the BLS fails to publish the selected index for the Code Number and Commodity during the preceding Contract Calendar Year, or if the Code Number and Commodity of the index cease to be relevant with respect to the intent of this clause, the Contractor and the Contracting Officer shall agree on an appropriate method of establishing the Adjusting Price Index. Failure of the Contractor and Contracting Officer to agree on an appropriate Adjusting Price Index shall constitute a dispute within the meaning of the 'Disputes' clause of the contract.

(e) Contract Modifications. Subject to the limitations in Paragraph (f) of this clause, at the end of each Contract Calendar Year, the price adjustment(s) to be made hereunder shall be evidenced by a Modification signed by the Contractor and the Contracting Officer. The Modification shall be issued within thirty (30) days of the final day of the preceding Contract Calendar Year, and:

(1) Shall set forth the unit price(s) as adjusted in accordance with this clause to establish the Contract Price(s) for the ensuing Contract Calendar Year; and

(2) Shall adjust the unit prices for supplies covered by Delivery Orders which were issued during the preceding Contract Calendar Year, but are undelivered on the first day of the second or other succeeding Contract Calendar Year; and

(3) Shall adjust the unit prices for supplies covered by Delivery Orders issued between the first day of the second or other succeeding Contract Calendar Year and the date of issuance of the Modification unless already adjusted under (e) (1) above; and,

(4) Shall set forth an aggregate monetary adjustment, by way of increase or decrease, to cover the net adjustment due either to the Contractor or to the Government for all supplies covered by Delivery Orders under which delivery was completed during the preceding Contract Calendar Year. If the adjustment results in an increase in the price(s), the monies shall be obligated at the time of the mailing of the finalized Modification to the Contractor, and the Contractor shall submit the invoice therefor, with specific reference to the Modification by which the adjustment has been implemented. If the adjustment results in a decrease in the price(s), the Contractor shall submit its check or its credit memorandum in the amount of the decrease within thirty (30) days of the date of the Modification. Failure by the Contractor to remit payment, or to furnish a credit memorandum within the thirty (30) day period, will result in initiation by

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the Contracting Officer of debt collection procedures, including administrative offset against monies owed by DSCP to the Contractor under this contract or any other contract(s).

(f) Limitations. Notwithstanding any other provision of this clause, price adjustments hereunder shall be subject to the following limitations:

(1) Any upward economic price adjustment shall not exceed 10%. Accordingly, at the end of each Contract Calendar Year when prices hereunder are adjusted to establish the contract price(s) for the ensuing Contract Calendar year such adjustment shall not exceed 10%. Further, the aggregate monetary increase under this clause shall not exceed 10% of the aggregate value of all Delivery Orders for which delivery was completed during the Contract Calendar Year for which the adjustment applies.

(2) There shall be no limitation on the decreases under this clause.

(g) Disputes. Any disagreement which arises in connection with the administration of this clause shall constitute a dispute under the 'Disputes' clause of the contract.

(h) Warranty. The Contractor warrants that, as of the contract date, the price(s) set forth in this contract do not include any contingencies or allowances for increases in the cost of performance related to cost elements which are included in the PPI established by the BLS for the Code No. and Commodity set forth in Paragraph (b) (1) of this clause.

**1147 DSCP 52.232-9110 SUBMISSION OF INVOICE BY ELECTRONIC METHODS (SEP 1999)**

(a) Invoices for payment under this contract may be transmitted by either Electronic Data Interchange (EDI) in accordance with the clause entitled, 'Electronic Data Interchange,' set forth elsewhere herein or through the Defense Finance and Accounting Service (DFAS) Web Invoicing System (WINS) at 'World Wide Web URL at ecweb.dfas.mil'. Please use https: in place of http: as this is a secure site. Electronic invoicing shall be mandatory on all invoices submitted after September 30, 2000.

(b) Payment for delivered supplies shall be governed by FAR 52.213-1, 'Fast Payment Procedures,' or FAR 52.232-25, 'Prompt Payment,' as specified in the contract. Further, invoices submitted through EDI shall be in strict accordance with Section 810, Commercial Invoices, of the Department of Defense (DoD) X12 Transaction Implementation Guideline. This Guideline may be obtained online from the Joint Electronic Commerce Program Office at 'World Wide Web URL at acq.osd.mil/ec', or call (800) 334-3414.

(c) The Government's entitlement to any discount under this contract shall be governed by FAR 52.232-8, 'Discounts for Prompt Payment,' incorporated elsewhere herein.

(d) At any time 'on-line capability' has been interrupted, manual invoicing will be permitted, but only for the time reasonably necessary to correct the elements which have caused the interruption. In such instances, manual invoices shall be prepared in accordance with the appropriate FAR clause referenced in paragraph (b) above, and shall be submitted to:

DFAS - Columbus Center  
ATTN: DFAS-CO-SE  
P.O. Box 182317  
Columbus, OH 43218-6238

**1149 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided, that the Contractor shall not be required to make any deliveries under this contract after 330 days after the termination of the last ordering period of the contract.

**1154 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) (I)**

**1169 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2002) (I)**

**1171 DLAD 52.233-9000 AGENCY PROTESTS (SEP 1999)**

**1176 DLAD 52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DEC 1997)**

**1184 FAR 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001) (I)**

**1194 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (I)**

**(See Page 56 for Surge Requirements)**

**1196 DSCP 52.217-9116 SURGE OPTION REQUIREMENT (OCT 2001)**

Notwithstanding any order limitations specified elsewhere in this solicitation, the contractor must satisfy the surge and sustainment requirements set forth in this clause.

**(a) Definition.**

Surge Requirements are unanticipated demands for accelerated delivery of supplies or services within existing industrial capabilities during wartime and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency.

**(b) Surge Option.**

The Government reserves the right to exercise an option under this contract to meet surge requirements on an item by item basis as shown on the attached spreadsheet(s). The Government also reserves the right to accelerate the rate of delivery called for by the contract, if this is a definite quantity contract; or, if this is an indefinite delivery contract, establish an accelerated rate of delivery for orders issued under this option.

**(c) Special Terms and Conditions Related to Surge Requirements.**

If the Contractor is a manufacturer, the materials needed to produce the surge quantities specified in the attached spreadsheet shall be acquired, stored and managed by the Contractor. If the Contractor is a non-manufacturer, the resources needed (for example, access to raw material, inventories, production capabilities, and transportation services) to provide the surge quantities as specified in the attached spreadsheet shall be obtained by the Contractor. In either case, the Contractor shall maintain and rotate these materials and/or end items and/or continuously maintain access to the resources needed to support surge requirements. The Contractor is contractually obligated to ensure that the capabilities exist to fulfill the surge requirements specified in the attached spreadsheet, if and when the Surge Option is exercised.

The Contractor shall not revise the surge option delivery schedule without the prior approval of the contracting officer.

The contracting officer may exercise this Surge Option at any time prior to acceptance by the Government of the final scheduled delivery under the contract. At his or her discretion, the contracting officer may provide preliminary notification of the exercise of this Surge Option verbally or by written or electronic means, which shall state the quantities to be added or accelerated under the terms of the clause. The preliminary notice will be followed by a Contract Modification incorporating the previously given notice, and establishing a not-to-exceed price, unless a previously agreed to surge option price has been established. The not-to-exceed price shall be the highest contract unit price for the added or accelerated items on the date of the notice.

The prices applicable to the basic contract quantities shall be those prices stated in the Award/Contract. The prices applicable to the surge option quantities shall be the agreed the Contractor shall submit a cost or price proposal, together with justification for the cost/price, including

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holding or storage costs, for the materials required to produce the added/accelerated items (if the Contractor is a manufacturer), or for the added or accelerated items (if the Contractor is a non-manufacturer). Any failure to agree on a final price applicable to those materials or items within the scope of this Surge Option provision shall be a dispute within the meaning of the Disputes clause of the contract. However, nothing in this clause shall be cause for the Contractor to refrain from performance under the Surge Option pending resolution of any dispute.

The Contractor will not be required to deliver supplies or services at a rate greater than the delivery rate detailed in the attached spreadsheet. Further, no delivery under the exercise of this Surge Option shall be required more than 24 calendar months subsequent to government acceptance of the final scheduled delivery under the contract.

## EXAMPLE

Final Day of Contract: 31 Dec 01  
Final Delivery Order Issued Under Contract:  
30 Dec 01 (Due Date - 31 May 02)  
Acceptance of Final Delivery Order by Gov't: 28 May 02

The Surge Option may be exercised any time up until 28 May 02.  
No delivery under the Surge Option is required after 28 May 04.

Materials or supplies, up to the maximum surge period quantity cited in the attached Surge Spreadsheet, purchased by the Contractor in anticipation of the exercise of this Surge Option will be purchased by the Government if, during contract performance, the Surge Option is not invoked and the Contractor can demonstrate that the materials or supplies have no commercial market value. If the contract contains a Guaranteed Minimum either in quantities or dollar value, which has not been expended by the conclusion of the contract, payment(s) toward such guaranteed minimum shall be applied against the Contractor's claim for reimbursement of such purchases.

## (d) Surge Testing.

The Government reserves the right to perform surge tests, or require the contractor to conduct surge tests, to validate the surge capabilities (i.e., ability to ramp up quickly, to sustain a required level, or both) as described in the contractor's surge and sustainment plan. These tests may be paper exercises, simulations, participation in live exercises,

in Joint Chiefs of Staff (JCS) and Commander-in-Chief (CINC) exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the contractor's surge and sustainment capability. Within one week after conduct of the test, the Contractor shall submit to the contracting officer a validation results report that clearly describes performance under the test, identifies all deficiencies found, and provides a plan of action to remedy these deficiencies.

I197 DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (II)

I209 FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (I)

I210 DLAD 52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (MAR 2000) (III)

\*\*\* I214 DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

I215 FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

I217 DLAD 52.211-9006 CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY -- CRITICAL SAFETY ITEMS (JUL 2002)

(a) If any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the Administrative Contracting Officer (ACO).

(b) The Contractor shall immediately provide to the Administrative Contracting Officer (ACO) notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:

- (1) Later revisions to drawings, specifications or standards that differ from the revision cited in the acquisition identification description (AID) in the contract;
- (2) Changes in the manufacturing process;
- (3) A change in the approved source's manufacturing location; or
- (4) A transfer of manufacturing facilities by the approved source since last manufacture.

I218 DLAD 52.211-9007 WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY - CRITICAL SAFETY ITEMS (JUL 2002)

The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld. (This clause does not apply to sources that have explicit authority to retain MRB authority, which are identified on the DSCR Technical Oversight Office (TOO) web site at 'World Wide Web URL at [www.dscr.dla.mil/vg/CriticalPartReview.htm](http://www.dscr.dla.mil/vg/CriticalPartReview.htm)

I221 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997) (I)

I222 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000) (I)

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## **CONTRACT TERMS AND CONDITIONS – SECTION I:**

### **ADDITION AND DELETION OF CRITICAL SAFETY ITEMS (DSCP, MAY 2003):**

The requirements imposed by the Services are continually changing on Critical Safety Items (CSI). Accordingly, the Government reserves the right to add and/or delete line items as follows:

#### *Additions by the Government*

The scope of this contract includes item(s) procured under SP0510-03-R0101. It is the intention of the Government to add Naval Air Systems Command (30003) acceptable source items to the contract that fall into this category. Items *may* be added during the base or option periods of this contract. ***Items proposed for Addition will be synopsized in FedBizOpps on a Post Award basis as required.***

***If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and delivery is most advantageous to the Government on an item-by-item basis as follows: Item description(s) will be provided to ALL successful awardees for their review and timely submission of price and delivery information. The Contractor MUST provide complete information should the Government elect to place these items on contract without negotiation. Note: See Multiple Awards for Items Requiring First Article Testing (DSCP, May 2003) language contained in sections L & M of the solicitation. This language may apply to Additions by the Government on a case by case basis.***

#### *Administration of Additions Under this Clause*

**Additions of item(s) under this clause shall be negotiated including price, and delivery between the Government and Contractor and will be incorporated into the Contract via Supplemental Agreement.** Within ten (10) days after the Contractor's receipt of the Contracting Officer's request that an item or items be added to the contract, the Contractor must respond. After execution of the Supplemental Agreement, the Contractor will be given a period of 450 days\* to manufacture and/or otherwise obtain the newly added item(s), including performing any testing requirements, i.e., 450 Days with First Article Testing (FAT), 150 Days w/waiver of FAT. (Production Lot Testing (PLT) applies to all orders.) \* Subject to Negotiation.

#### *Deletions by the Government*

The Government reserves the right to delete any item(s) from the contract. These items may be deleted due to changes made to the item description by the Services, changing demand patterns, obsolescence, product substitution or because they no longer have application.

#### *Deletions by the Contractor*

The contractor shall notify the Government of any items it has determined to be obsolete or superseded and which therefore should be deleted from the contract. This notice shall advise how the superseding item meets the form, fit and function requirements of the superseded item. If the obsolete item has no

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replacement, the notice shall include information concerning the availability of alternate sources or substitute item(s).

*Administration of Deletions Under this Clause*

As soon as practicable after receipt of a deletion notice from the Contractor, the Contracting Officer will, if accepting the contractor's recommendation, modify the contract accordingly. In the case of Government-requested deletions, the Contractor shall be given a sixty (60) day advance notice of any deletions. Deletions shall be effected by Supplemental Agreement. Within ten (10) days after receipt of the Supplemental Agreement, the Contractor shall notify the Contracting Officer whether the deletion is at no cost to the Government or if termination costs will be involved. If termination costs will be involved, the Contractor shall submit its claim within forty-five (45) days after receipt of the Supplemental Agreement.

NSN	30	60	90	120	150	180	Total
5305-01-132-1044	100	0	0	0	0	0	100
5306-01-131-2891	3	0	0	0	0	0	3
5307-01-138-7767	1	0	0	0	0	0	1
5307-01-301-5810	2	5	6	9	7	4	33
5310-01-141-4098	23	0	0	0	0	0	23
5315-01-129-2860	9	0	0	0	0	0	9
5315-01-129-7021	1	0	0	0	0	0	1
5315-01-129-7023	4	0	0	0	0	0	4
5315-01-130-3309	117	0	0	0	0	0	117
5315-01-130-3311	1	0	0	0	0	0	1
5315-01-131-7705	2	0	0	0	0	0	2
5315-01-132-3576	100	0	0	0	0	0	100
5315-01-136-5808	1	0	0	0	0	0	1
5315-01-138-5628	1	0	0	0	0	0	1
5315-01-141-1890	1	0	0	0	0	0	1
5315-01-221-0824	29	0	0	0	0	0	29
5315-01-239-6000	29	0	0	0	0	0	29
5340-01-132-0676	1	0	0	0	0	0	1
5360-01-131-3363	1	0	0	0	0	0	1
5360-01-131-5641	3	0	0	0	0	0	3
5360-01-131-5643	1	0	0	0	0	0	1
5360-01-136-3634	9	0	0	0	0	0	9
5360-01-140-0878	2	0	0	0	0	0	2
5360-01-150-6665	16	0	0	0	0	0	16
5360-01-165-3681	24	0	0	0	0	0	24
5360-01-179-2222	47	0	0	0	0	0	47

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## SECTION K

## ---- \* K003 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)

This offer ( ) does ( ) does not contain costs or charges for royalties totaling more than \$250.

If costs or charges exceed \$250, also provide information required by paragraph (a) of this clause.

## ---- \* K004 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been, and will not be, knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## K006 DLAD 52.229-9000 NOTICE - KENTUCKY SALES AND USE TAX EXEMPTION (DEC 1984)

## ---- \* K010 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)(I)

(a)(1) The North American Industrial Classification System (NAICS) code for this acquisition is

(2) The small business size standard is

(b) Representations. (1) The offeror represents as part of its offer that is [ ], [ ] is not a small business concern.

(2) [Complete only if offeror represents itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]. The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

## ---- \* K010.1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000)

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]. The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

## ---- \* K010.2 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE II (OCT 2000)

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror [shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

## ---- \* K013 DSCP 52.225-9I08 PERCENT FOREIGN CONTENT (APR 1984)

Approximately \_\_\_\_\_ percent (%) of the proposed contract price represents foreign content or effort.

## ---- \* K015 DSCP 52.215-9I03 PLACE OF PERFORMANCE - INSPECTION AND SHIPPING POINT (AUG 1985)

Bidders/Offerors shall set forth the following information (failure to complete information may be cause for rejection of

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the offer):

(a) The name and location of the MANUFACTURING FACILITY where the supplies offered are to be produced, or (if offered from stock) have been produced. Dealers are cautioned to cite manufacturing plants only. If more than one plant is specified, information must be submitted as to the amount and extent of work to be done in each plant listed. With respect to each plant shown, the information furnished must be sufficient to identify the name and address of the owner and operator, if other than offeror.

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

(b) Are the supplies to be furnished from stock?

( ) Yes ( ) No

(c) Location where Bidder/Offeror would prefer to offer supplies for Government inspection (if other than as shown under 1 above) in the event that Government inspection is to be performed prior to delivery at destination.

(1) Material Inspection

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

(2) Packaging, Packing and Marking Inspection

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

However, the Government reserves the right to inspect and test all supplies at any other place in accordance with the clause entitled Inspection of Supplies - Fixed Price, FAR 52.246-2.

The performance of any work contracted for in any place other than that named above is prohibited unless approved in writing in advance by the Contracting Officer. Full responsibility for fulfillment of the contract will remain with the contractor.

Paragraphs (d) and (e), and paragraph (f) if marked, apply to offers solicited and submitted on the basis of F.O.B. Origin - Shipment on Government Bill of Lading.

(d) Identify below the shipping point at or near the Contractor's or Subcontractor's plant.

ITEM NO.	SHIPPING POINT
_____	_____
_____	_____
_____	_____

PRIVATE RAIL SIDING

( ) Yes (State name of carrier)  
( ) No (State name and address of the

nearest public rail siding and the carrier.)

(e) With respect to F.O.B. Origin Offers, Shipment on Government Bill of Lading Offers, the following shall apply:

(1) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the contiguous 48 states of the continental United States, offerors proposing to furnish supplies originating from outside the said contiguous 48 states or Canada must designate a shipping point within the contiguous 48 states.

(2) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the states of Alaska or Hawaii, or within Puerto Rico, or within a possession of the

United States, offerors proposing to furnish supplies originating from outside the contiguous 48 states of the continental United States or Canada must designate a shipping point within Alaska or Hawaii, within Puerto Rico, or within the possession of the United States, respectively, or within the contiguous 48 states.

(3) SPECIAL RULE FOR ALASKA AND/OR HAWAII. If the destination or tentative destination is outside Alaska or Hawaii, offerors proposing to furnish supplies originating within Alaska or Hawaii, must designate as their shipping point(s) the port(s) of loading in Alaska or Hawaii, respectively. This rule applies equally to shipments to be made from Alaska to Hawaii and vice versa. (see FAR Clause 52.247-29 entitled 'F.O.B. Origin.')

(4) In (1), (2), or (3) above, the price offered must be a delivered price to the shipping point named, and must include all applicable import duties. It shall be the responsibility of the contractor to provide all necessary facilities and assistance for the performance of the required Government inspection at said shipping point. The contractor's responsibilities from the shipping point shall be as defined in the F.O.B. Origin provisions of this contract. Offers submitted on any other basis will be rejected as nonresponsive.

(5) Offeror is cautioned to indicate the F.O.B. Origin point on which the offer is based.

The following paragraph is applicable only if preceded by an 'X' in the block provided therefor:

[ ] (f) Since this solicitation is for requirements contracts (and does not cover a fixed quantity), the offeror, in naming a shipping point in paragraph (d) above, is cautioned as follows:

(1) It should not show a quantity applicable to any shipping point named in the offer. If a quantity is shown by the offeror as applicable to a named shipping point, said quantity will be disregarded for offer evaluation purposes.

(2) It should not, with respect to any single item, or lot, as applicable, show more than one shipping point. If more than one shipping point is shown by the offeror with respect to any single item/lot, the Government will evaluate the offer for said item/lot on the basis of delivery solely from the point or plant where cost of transportation is most favorable to the Government.

--- \* K027 DFARS 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. 'Domestic end product,' 'qualifying country end product,' and 'nonqualifying country end product,' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products;

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

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## Nonqualifying Country End Products

Line Item Number Country of Origin (If known)

that quantity at which a significant price break occurs and beyond which no substantial decrease would result. If there are significant price breaks at different quantity points, this information is desired as well.

## OFFEROR RECOMMENDATIONS

K032 DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

ITEM QUANTITY PRICE QUOTATION TOTAL

## a. Definitions.

As used in this clause--

'Foreign person' means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

'United States person' is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

## b. Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the secondary Arab boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the secondary boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

---- \* K037 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity Clause of this solicitation;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

---- \* K044 FAR 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

OPINION:

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

---- \* K051 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] Have Not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [ ] Are Not [ ], presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror Has [ ] Has Not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render

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the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

---- \* K053 FAR 52.222-25 AFFIRMATIVE ACTION  
COMPLIANCE (APR 1984)

The Offeror represents that (a) it ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or (b) it ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

---- \* K059 DFARS 252.247-7022 REPRESENTATION OF EXTENT  
OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

---- \* K060 DSCP 52.247-9I25 IDENTIFICATION OF SUPPLIES  
SUBJECT TO TRANSPORTATION BY SEA  
(JUL 1992)

(This clause must be completed by the Offeror if the Offeror has represented in the clause at DFARS 252.247-7022, entitled 'REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA' (DSCP Clause K059), that it DOES anticipate that supplies, as defined in the clause at DFARS 252.247-7023, entitled 'TRANSPORTATION OF SUPPLIES BY SEA,' will be transported by sea.)

(a) The Offeror shall identify below any supplies, as defined in the clause at DFARS 252.247-7023, subparagraph (a)(6), that will require transportation by sea:

(b) Except as listed in paragraph (a), above, the Offeror certifies that, to the best of its knowledge, information, and belief, no supplies, as defined in the clause at DFARS 252.247-7023, subparagraph (a)(6), will involve transportation by sea.

(c) The Offeror certifies and agrees that any supplies, as defined in the clause at DFARS 252.247-7023, subparagraph (a)(6), which are identified to the resulting contract subsequent to the date of contract award, which are not listed in paragraph (a), above, and which will require transportation by sea, will be transported in strict compliance with the clause.

K064 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL  
TRANSACTIONS (APR 1991) (I)

---- \* K071 DSCP 52.209-9I08 FIRST ARTICLE APPROVAL TESTS  
(JUN 1980)

The performance or other characteristics which the first article must meet, the tests to which the first article will be subjected, and the technical requirements applicable thereto are as stated and/or referenced below:

SEE QAPCSI\*\*\* (\*\*\* SEE APPLICABLE LINE ITEM IN ITEM DESCRIPTION  
PAGES FOR CSI QAP)

The Government reserves the right to waive the requirement for first article approval tests as to any offeror offering supplies which are identical or similar to supplies previously furnished by the offeror and accepted by the Government. If such supplies were subject to first article approval tests, a copy of the letter of approval, if available, or a citation to such letter, should be attached to the offer. Offerors proposing to furnish such identical or similar supplies shall list below the Government contracts under which said supplies were previously furnished by the offeror and accepted by the Government. Each contract listed shall be identified by contract number, date and issuing agency. The supplies previously furnished should be briefly described by name and National Stock Number (if any):

CONTRACT NO.

DATE

ISSUING AGENCY

DESCRIPTION AND NSN

Offerors proposing to furnish supplies identical or similar to supplies previously offered to, and accepted by, the Government may submit alternative offers, i.e., one offer based on the inclusion of the requirement for first article approval tests and one offer based on these tests being waived. A reduced alternate offer price based upon waiver of the first article approval requirement may be stated in the space provided below, or elsewhere in the offer, or by separate attachment thereto. The alternate offer price will be used in evaluation only in the event the Government, in its discretion, determines to waive the first article approval requirement as to the offeror involved. If an offeror fails to submit an alternate offer price based on waiver of the first article approval requirement, the offer will be evaluated on the basis of the offer prices submitted.

ITEM NO.

OFFER PRICES IF FIRST ARTICLE  
APPROVAL REQUIREMENT IS

WAIVED

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The delivery schedule for the production quantity (as shown in Section F) shall be reduced by the number of days allotted in the First Article Approval clause for the submission and approval, if the requirement for first article approval tests is waived by the Government. However, the application of such earlier delivery schedule shall not be a factor in evaluation for award.

end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

K075 FAR 52.203-8 CANCELLATION, RECISSION AND  
RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER  
ACTIVITY (JAN 1997) (I)

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed

for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K091 DFARS 252.209-7003 COMPLIANCE WITH VETERANS  
EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998) (II)

K093 DFARS 252.243-7002 CERTIFICATION OF REQUEST FOR  
EQUITABLE ADJUSTMENT (MAR 1998) (II)

----> K095 FAR 52.222-18 CERTIFICATION REGARDING  
KNOWLEDGE OF CHILD LABOR FOR LISTED  
END PRODUCTS (FEB 2001)

(a) Definition.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed



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**INSTRUCTIONS TO OFFERORS: SECTION L:**

**52.215-9P12 INSTRUCTIONS FOR PREPARING PROPOSALS (JAN 1992)  
DSCP**

**SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF SOURCE SELECTION  
PROPOSAL INFORMATION:**

(a) Proposal Organization

- (1) Your proposal shall be prepared in two separate volumes and provided in the quantities shown below. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

VOLUME	VOLUME TITLE	# OF COPIES	MAXIMUM PAGE LIMIT
I	Technical	4	50
II	Business	2	N/A

*Note: The offeror shall also provide all applicable Representations and Certifications with their Offer.*

- (2) During proposal evaluation, each volume will be reviewed separately. All cost/price information, if required, must be in Volume II. **No reference to cost/price shall be included in the technical proposal.** Each volume shall be separately bound (stapled is acceptable) to facilitate evaluation.

(b) **VOLUME I, TECHNICAL PROPOSAL – INCLUDES ALL PAST PERFORMANCE AND NON-PRICE RELATED DOCUMENTATION THAT THE OFFEROR SHALL SUBMIT:**

- (1) The technical proposal must clearly demonstrate the offeror's ability to meet the Government's requirements as set forth in this solicitation. ***Failure to provide the information requested by any of the technical evaluation factors identified in Section M "Evaluation" may be considered a "no response" and a rating of "poor" or "no record" given on the applicable factor or subfactor.*** Statements made by the offeror that he understands, can or will meet the specification and/or Statement of Objectives or statements paraphrasing the specifications or parts thereof will be considered inadequate. Phrases such as "well known techniques will be used" or "standard procedures will be employed" will also be considered inadequate.
- (2) Proposals that are unrealistic in terms of technical or

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schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

- (3) You are required to prepare and submit your proposal aligned with the technical evaluation factors specified in Section M - "Evaluation" of this solicitation to facilitate government review and evaluation of proposals. Technical proposals shall therefore be presented in accordance with the instructions contained in this clause. Continuation sheets shall clearly identify the solicitation number and your firm's name on each page. To be considered acceptable, the offeror's technical proposal must provide, as a minimum, the information requested in this clause.

**(c) VOLUME II, BUSINESS PROPOSAL – INCLUDES ALL PRICING INFORMATION:**

- (1) The offeror may be required, at a later time, to furnish other than cost or pricing information as detailed in this clause.
- (2) To be acceptable, an offeror's business proposal must be complete, realistic, and reasonable.
- (3) For this solicitation, the Government requires the submission of a Business Proposal.
- (4) If the offeror has an alternate pricing proposal, e.g., if pricing is more favorable based on normal production leadtimes versus leadtimes requested in this solicitation, *please address this within Your Business Proposal.*

**SUBMISSION OF TECHNICAL PROPOSAL INFORMATION:**

**1. SUBMISSION OF PAST PERFORMANCE INFORMATION:**

**GENERAL INFORMATION:**

**Item(s) of Supply Described In This Solicitation.** The Offeror shall submit with its proposal a list of five contracts, over \$100,000 completed within the twelve (12) calendar months immediately prior to the date specified in this solicitation for receipt of offers, covering a *representative sample of the National Stock Numbers (NSNs) included in this solicitation.* Contracts over \$100,000 for similar items shall be submitted if the offeror has not provided the NSNs included in the solicitation during the most recent 12 month period. The offeror shall describe the extent of experience, similar to the proposed contract requirements, of its own corporate entity and any partner, joint venture, subcontractor, etc. who will be performing on the proposed contract. The list should include contracts/orders with Federal agencies, state and local government agencies and

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commercial customers. In addition to the contracts/orders above, *regardless of the item(s) of supply covered*, the Offeror shall provide a list of its last five (5) completed supply contracts over \$100,000 with Federal, state or local government agencies or commercial customers. ***Note: If the offeror does not have contracts over \$100,000, they shall provide contracts under \$100,000 for past performance information.***

Provide evidence that you have supplied a high volume of FSC 53 Critical Safety Items (CSI) or similar items directly to a depot and/or a customer, as required.

**Information To Be Provided For Contracts/Orders:**

For each contract/order the Offeror shall include at least the following information:

- (1) Name and address of the contracting government activity, or the name and address of the commercial customer.
- (2) The contract/order number or other means of document identification if no contract/order number was assigned.
- (3) The contract type (e.g. fixed price, fixed price with EPA, etc.).
- (4) The total dollar value of the contract.
- (5) A description of the item provided under the contract.
- (6) The name of the Procuring Contracting Officer (PCO) and his or her telephone number, if a government contract; the name of the commercial customer official, agent or employee, and his or her telephone number, if a commercial supply contract.
- (7) The name of the Administration Contracting Officer (ACO) or Defense Contract Management Agency (DCMA) point of contact, and his or her telephone number, if a government contract; the name of the officer, official or agent or employee administering the contract, if a commercial supply contract.

***Note: Offerors shall provide a list that includes contracts/orders with both Federal agencies, state and local government agencies and commercial customers. If you do not have government contracts and/or contracts with past commercial customers, please include this information with your Technical Proposal.***

***If the offeror has no past performance history, it should provide information regarding the experience of its key management and/or technical personnel on contracts for the same or similar items. Contracts performed by any predecessor company for the same or similar items should also be reported.***

**Caution.** An Offeror's failure to provide complete and accurate information required by this provision may result in application of the most negative rating for past performance, or the rejection of the offer on the basis of nonresponsibility. Further, Offerors are reminded of the penalties for making false statements prescribed by 18 U.S.C. 1001.

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## **FACTOR 1 - PAST PERFORMANCE:**

- Subfactor 1a. Quality
- Subfactor 1b. Delivery
- Subfactor 1c. Business Relations/Customer Satisfaction

**Subfactor 1a. Quality:** Offerors may provide applicable quality information including conformance or nonconformance records for the same or similar items; information concerning product quality deficiencies for the same or similar items; and any applicable test reports e.g., Product Verification Testing (PVT) or First Article Test (FAT) for the same or similar items.

*Note: Offerors are encouraged to provide additional information relating to specific quality problems encountered, the reasons for the quality problems and any remedies that resolved such quality problems.*

**Subfactor 1b. Delivery:** Offerors shall provide pertinent information as cited above that indicates the offerors past record of performance (i.e., on-time delivery record) on the same or similar items.

**Contracts/Orders In Process But Past Due:** In addition to the information relating to completed contract/orders set forth above, the Offeror *shall* also include a complete list of contracts that are past due, or which was extended for the convenience of the Offeror. The elements set forth above shall be cited for each of these contracts/orders as well.

**Problems/Mitigating Circumstances/Corrective Action:** *Offerors are encouraged to provide information relating to specific problem(s) encountered in the performance* of the contracts/orders which the Offeror has listed above, any circumstances which the Offeror deems to be mitigating circumstances or excusable causes of delay in performance, and any corrective action taken to overcome lateness in delivery on any contract(s)/order(s). Offerors should provide *specific scenarios*; not general information. General information *may* be obtained from the Offeror's listed references.

**Subfactor 1c. Business Relations/Customer Satisfaction:** Offerors shall provide pertinent information as cited above that provides specific information indicating the offeror's commitment to favorable business relations/customer satisfaction.

*Note: Offerors are encouraged to provide additional information relating to specific problems encountered in establishing favorable business relations/customer satisfaction and any remedies that resolved such customer complaints.*

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**Information Adverse To Offeror.** In the event that the government's investigation of an Offeror's past performance reveals negative or adverse information, the Offeror will be accorded the opportunity to review such information and to provide its rebuttal or other comments.

**SUBMISSION OF INFORMATION FOR OTHER FACTORS:**

**FACTOR 2 – DLA Mentoring Business Agreement (MBA) Program:**

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**Factor 2 - DLA Mentoring Business Agreement (MBA) Program:**

The extent of prime contractor participation in the DLA MBA Program is an evaluation factor in this solicitation. The purpose of this Program is to provide maximum opportunity to the small business community to participate in DLA awarded contracts at either the prime or subcontract level. This goal is best achieved through the establishment of a cooperative agreement, a partnership or a mentoring relationship between the prime contractor and a small, small disadvantaged, women-owned, veteran-owned or service-disabled small business concern who would participate in carrying out the requirements of the prime contract.

The following information ***must be provided*** to facilitate evaluation of the extent of your support for this program:

- a. Criteria used in selecting a firm with whom to enter into an agreement;
- b. Name and address of firms with whom you have an agreement or are considering an agreement;
- c. Name and phone number of individuals (in both your firm and the small business concern) involved in the development of existing or potential agreements;
- d. A description of existing agreements, to include:
  - (i) The roles and responsibilities of, as well as the benefits to be gained by, each party to the agreement;
  - (ii) The areas of developmental assistance that will be provided to the small business concern;
  - (iii) The scope of the agreement(s), i.e., whether or not it(they) are confined to the requirements of this solicitation;
  - (iv) The management control techniques that will be used to ensure that contract requirements are met, e.g., record-keeping and communication techniques and the methods used to control and track performance.

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## **INSTRUCTIONS TO OFFERORS – SECTION L:**

### **MULTIPLE AWARDS FOR ITEMS REQUIRING FIRST ARTICLE TESTING (DSCP, MAY 2003)**

(a) The contracting officer reserves the right to issue two or more awards for any item requiring first article testing (FAT) upon determining that supply availability conditions dictate such action to be in the best interests of the Government. In some instances, the multiple awards might include source(s) for which FAT may be waived and source(s) for which FAT cannot be waived. The purpose of this clause is to increase the number of sources for which FAT may be waived to enhance the availability of items that require FAT.

(b) When the contracting officer determines to issue more than one award in accordance with (a) above, subject to the exception below for a source for which FAT may be waived, the largest severable portion of the total requirement will be awarded to that source whose offer represents the best value to the Government based on the evaluation criteria included in the solicitation.

(c) **If** the contracting officer exercises the multiple award discretion delineated above, a source for which FAT may be waived will receive **fifty (50) percent** of the total requirement.

(d) Unless the offer contains quantity limitations, the contracting officer may award less than the total quantity at the price(s) offered.

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## SECTION L

L001 DSCP 52.211-9I10 NOTICE OF PRIORITY RATING FOR  
NATIONAL DEFENSE USE - INDEFINITE DELIVERY CONTRACTS  
(JUL 1997) (III)

L002 DSCP 52.214-9I08 HAND-CARRIED OFFERS (MAY 2001)

Contractors are advised that it is the responsibility of the Offeror to submit any hand-carried offers (bids or proposals) to the DSCP, Office of Procurement Management, Business Opportunities Office. Government personnel will not handle, stamp, or mark offer envelopes prior the submittal of the offers to the Business Opportunities Office. The Business Opportunities Office is located in the Gates Building (Bldg. #36), second floor, room #2035.

L031 DSCP 52.214-9I03 AWARD BY ENTIRE  
LOT/ITEM/SUB-ITEM (AUG 1994)

(a) With respect to each lot/item/sub-item identified below, no award will be made for less than the full requirements shown in this solicitation for said lot/item/sub-item.

LOT

ITEM ALL

SUB-ITEM

(b) If this is an Invitation For Bid (IFB), any offeror offering less than all of the solicitation requirements of any said lot(s)/item(s)/sub-item(s) will be non-responsive as to said lot/item/sub-item.

(c) If this is a Request For Proposal (RFP), any offeror offering less than all of the solicitation requirements of said lot(s)/item(s)/sub-item(s) may be precluded from consideration for award as to said lot/item/sub-item if the Contracting Officer elects to make an award without opening discussions.

(d) Offerors are cautioned that submission of an offer for selected item(s) within a given lot(s) is unacceptable; offers must be for all item(s) within a given lot(s). However, an offeror may submit an offer on any one or more lot(s).

L003 FAR 52.233-2 SERVICE OF PROTEST  
(AUG 1996) (III)

L005 DSCP 52.209-9I02 RESPONSIBILITY OF OFFERORS  
(FEB 1970) (III)

L007 DLAD 52.217-9003 MANUFACTURING OR PRODUCTION  
INFORMATION (FEB 1996)

L008 DSCP 52.215-9I08 NEGOTIATED SOLICITATIONS -  
RESPONSIVENESS (NOV 1997)

In the event this is a negotiated solicitation, except as provided under 'Instructions to Offerors - Competitive Acquisitions,' FAR 52.215-1, Paragraph (c) 'Submissions, modifications, revisions, and withdrawal of proposals', any statement contained herein that an offer may or will be rejected or considered nonresponsive may be disregarded by the Contractor.

L009 DSCP 52.245-9I18 GOVERNMENT PRODUCTION AND RESEARCH  
PROPERTY (APR 1984) (III)

L012 DSCP 52.222-9I01 LABOR INFORMATION (FEB 1983) (III)

--->\*L018 DLAD 52.217-9002 CONDITIONS FOR EVALUATION  
AND ACCEPTANCE OF OFFERS FOR PART NUMBERED  
ITEMS (JUL 2002)

(a) The product described in the acquisition identification description (AID) of this solicitation is that product which

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L017 DSCP 52.216-9I23 AUTHORIZED  
LIMITATION (JUL 1997)(III)

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the Government has determined to be acceptable. All offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an 'exact product,' an 'alternate product' (which includes a 'previously reverse-engineered product'), a 'superceding part number,' or a 'previously-approved product,' and shall furnish the data required for whichever is applicable.

- [ ] Exact Product -  
Applies to CLIN(s) \_\_\_\_\_
- [ ] Alternate/Previously Reverse Engineered Product -  
Applies to CLIN(s) \_\_\_\_\_
- [ ] Superceding Part Number -  
Applies to CLIN(s) \_\_\_\_\_
- [ ] Previously-Approved Product -  
Applies to CLIN(s) \_\_\_\_\_

(c)(3) For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the AID; or, if not specified in the AID, are as follows:  
[ ] If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the AID or in this subparagraph (c)(3), then subparagraph (a) below applies.

(e) Previously-approved product

(1) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.

CLIN NR (s) \_\_\_\_\_ have been previously  
Furnished or evaluated and approved under  
contract/solicitation  
Number \_\_\_\_\_

**L019 DSCP 52.225-9I03 EVALUATION OF NONDOMESTIC SPECIALTY  
METALS IN ACCORDANCE WITH APPLICABLE  
LEGISLATION (SEP 1983) (III)**

**L020 DLAD 52.214-9000 POSTPONEMENT OF OPENING  
OF OFFERS (OCT 1982)**

**L022 DSCP 52.211-9I22AVAILABILITY OF DRAWINGS,  
SPECIFICATIONS, AND STANDARDS (JUL 2000)**

Specifications, drawings, etc. referenced in the solicitation are available as indicated below:

(1) Specifications and Standards Listed in the DoD Index of Specifications and Standards (DODISS) can be obtained by -  
(i) Following the procedures outlined in FAR 52.211-2 included in the solicitation by reference in Clause I001, or

(ii) Going to Document Automation and Production Services (DAPS) Assist Online at  
'World Wide Web URL at [astimage.daps.dla.mil/online/](http://astimage.daps.dla.mil/online/).'

(2) Government Drawings, Unlimited Rights Company Drawings or Specifications other than Federal or Military can be obtained by -

(i) Accessing the 'drawings' link on the Department of Defense Procurement Gateway at 'World Wide Web URL at [progate.daps.mil/home/index.cfm](http://progate.daps.mil/home/index.cfm)' which provides a link to the Defense Logistic Agency (DLA) Automated Bids Interface Web Server (ABIWeb) at 'World Wide Web URL at [abiweb.dscpl.dla.mil/abi/](http://abiweb.dscpl.dla.mil/abi/),' or

(ii) If you are unable or having difficulty obtaining drawings through ABIWeb, send an email to [drawings\(at\)dscpl.dla.mil](mailto:drawings(at)dscpl.dla.mil). The Customer Service phone number is (215) 737-7140 or 7154.

(iii) All request must cite the solicitation number, national stock number, drawing/specification numbers, etc. Drawings requested should be exactly as cited in the

solicitation.

(3) Manufacturer's Specifications or Standards are not routinely furnished by DSCP and should be acquired directly from the organization responsible for its preparation, maintenance or publication.

(4) Industrial Standards are not routinely furnished by DSCP, but are available from public sources. Some of the more common public sources are:

American National Standards Institute (ANSI)  
1430 Broadway  
New York, NY 10018

National Standards Association, Inc.  
5161 River Road  
Bethesda, MD 20816  
(301) 951-1310  
(Source for National Aerospace Committee standards (NAS))

American Society for Testing Material (ASTM)  
1916 Race Street  
Philadelphia, PA 19103

Society of Automotive Engineers (SAE)  
400 Commonwealth Drive  
Warrendale, PA 15096

**L024 DLAD 52.214-9002 TRADE DISCOUNTS (JUN 1983)**

**L027 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a  
FIXED PRICE WITH EPA contract  
resulting from this solicitation.

**L046 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR):

'World Wide Web URL at [www.arnet.gov/far/](http://www.arnet.gov/far/)'  
'World Wide Web URL at [farsite.hill.af.mil/Vffar1.htm](http://farsite.hill.af.mil/Vffar1.htm)'

DoD Federal Acquisition Regulation Supplement (DFARS):

'World Wide Web URL at [www.acq.osd.mil/dp/dars/dfars.html](http://www.acq.osd.mil/dp/dars/dfars.html)'  
'World Wide Web URL at [farsite.hill.af.mil/Vfdfar1.htm](http://farsite.hill.af.mil/Vfdfar1.htm)'

DLA Directive (DLAD):

'World Wide Web URL at  
[www.dla.mil/j-3/j-336/logisticpolicy/rev5.htm](http://www.dla.mil/j-3/j-336/logisticpolicy/rev5.htm)'

DSCP General & Industrial (G&I):

'World Wide Web URL at  
[131.82.241.3/contract/dgpa/Part52/DGPA\\_Part\\_52\(06-04-02\).doc](http://131.82.241.3/contract/dgpa/Part52/DGPA_Part_52(06-04-02).doc)  
Note: Clause text is contained in Subpart 52.200-P-3'.

**====> \* L054 DSCP 52.216-9I26 ELECTRONIC DATA  
INTERCHANGE (EDI) (JUL 1998) (III)**

(i) The Contractor shall list in the space provided below the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to change-over.

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**NOTE:** Paragraph (h), as it appears in the Master Document, is deleted and replaced by the following:

(h) Information regarding EDI is available at 'World Wide Web URL at saso.dscpl.dla.mil/ipu/acquisition/pe/flash.htm'

**L062 DLAD 52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997)**

**L066 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS (MAY 2001) (I)**

**L068DFARS 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)**

**L071 DSCP 52.217-9117 SUBMISSION OF SURGE/ SUSTAINMENT PLAN (NOV 2000)**

(a) The offeror is required to submit a Surge Plan to the contracting officer with his proposal. If the offeror has previously submitted an Industrial Capabilities questionnaire (ICQ) to DSCP, (see paragraph (d)), paragraphs below which call for information that is contained in the offeror's ICQ may be addressed by advising the contracting officer to 'See Previously Submitted ICQ'. It is the offeror's responsibility to ensure that all required information is provided.

(b) Surge Plan must include:

(1) a list, by contract number, of Government contracts being performed at the offeror's facility that have a surge provision; also include a description of your level of success in fulfilling surge requirements in existing contracts;

(2) a description of your strategies for meeting surge demands described in this solicitation and an explanation of how these strategies will be applied to the items included for surge in this solicitation.

(3) to the extent practicable, for any other Government contract, or any commercial contract, which the Offeror has in place on the date of submission of its proposal, the projected impact of the Government's invoking of the surge requirements to be included in the contract that will be awarded pursuant to this solicitation;

(4) all skilled labor requirements necessary to support the surge requirements;

(5) your Minimum Ordering Quantities, if any, and/or Economic Production Run Quantities for the items being provided.

(6) your methodology to enable visibility of, monitoring changes in, assessment of, and reporting on your base capabilities and your supplier base capabilities related to surge and sustainment requirements.

(7) a list of surge and sustainment items that may be difficult to provide quickly for initial ramp-up, or to provide at elevated demand levels for sustainment, and the reasons for these difficulties; list proposed solutions for overcoming these difficulties. (Under your price proposal, identify any significant investments (dollars) needed to implement proposed solutions.)

(8) your access to and plans for coordinating distribution (receiving, storing, packaging and issuing) and transportation services needed to meet surge and sustainment requirements, including agreements with suppliers of these services and time frames for services provided.

(9) your agreements with suppliers that reflect access to supplier base resources, including commitments to hold rotating amounts of assets, and time frames for delivering these assets; also list commitments to provide access to production capabilities, and time frames for this

access.

(c) Failure to provide a Surge Plan may render the offeror's proposal unacceptable.

(d) The offeror may obtain a copy of the Industrial Capabilities Questionnaire by contacting Ms. Linda Harrison of the General and Industrial Readiness Commodity Business Unit (CBU), DSCP-IR. Industrial Capability information may be submitted electronically via the World Wide Web Industrial Capabilities Assessment Program (WICAP) at the following DLA website:

World Wide Web URL at dscpl23.dscpl.dla.mil/wicap/

Browsers required are Internet Explorer 4.0 and above, or Netscape 3.0 and above.

**L073 DSCP 52.217-9119 NOTICE OF SURGE OPTION REQUIREMENT (NOV 2000)**

The Surge Option Requirement clause contained elsewhere in this solicitation lists the quantity of an item required at successive thirty-day intervals after notification by the Contracting Officer that the surge option is being exercised. If the offeror takes exception to either the quantity or the schedule, he must note the exception(s) in his proposal. Since the Government reserves the right to make an award without discussions, a proposal that does not satisfy the criteria set forth in the Surge Option Requirement clause may be considered unacceptable.

**L075 FAR 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002) (I)**

**L078 DLAD 52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (APR 2002)**

(a) Definitions.

'Actual manufacturer' means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for

the Government. The actual manufacturer must produce the part

in-house. The actual manufacturer may or may not be the design control activity.

'Approved source' means a prime contractor or the actual manufacturer(s) cited in the acquisition identification description (AID). It does not include design control activities with no manufacturing capability.

'Critical safety item' (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that

could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

'Design control activity' means a contractor or Government activity having responsibility for the design of a given part,

and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer.

'Exact product' and 'alternate product' are defined in the provision at DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

'Prime contractor' means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

'Rebranding' means remarking, re-labeling, repackaging, or

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otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime contractor or actual manufacturer).

(b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.

(c) This clause applies only to offers of 'exact product.'

Offers of 'alternate product' will be evaluated in accordance with the clause at DLAD 52.217-9002. Offerors of Government surplus material must comply with the requirements in the clause at DLAD 52.211-9000 in addition to this clause, and surplus offers will be evaluated in accordance with the provision at DLAD 52.211-9003.

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting

Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID, modified (if necessary) to conform to any additional requirements set forth in the AID, and is (or will be) manufactured by or under

the direction of an approved source cited in the AID. Additionally, if the Offeror manufactures the offered item for

an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum, plus whatever additional evidence the Contracting Officer determines necessary to sufficiently establish the identity of the item and its manufacturing source:

(1) If offered item(s) are 'not in stock' or 'not yet manufactured' --

(i) A copy of Offeror's Request for Quotation to approved source cited in AID; and

(ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)

(iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation.

(2) If offered item(s) are 'shipped' or 'in stock' --

(i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); or

(ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement; or

(iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation; and

(iv) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR)

for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)

(3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --

(i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or

(ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or

(iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacture or distribute the exact item cited in the AID for an approved source cited in the AID.

(4) When the AID specifies a revision number --

(i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this clause or solicitation already establishes that offered item was (or will be) made to the revision cited in the AID); or

(ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.

(e) By the submission of this offer, the Offeror represents that --

(1) The item(s) to be provided to the Government --

(i) Is (or will be) in full compliance with all requirements specified in the solicitation; and

(ii) Is not (or will not be) --

- (A) A factory second;
- (B) Changed, mutilated, or rebranded;
- (C) A manufacturer's overrun;
- (D) A rejected item; or
- (E) Government surplus material (unless

Offeror has complied with clause at DLAD 52.211-9000, Government Surplus Material).

(2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.

(3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).

(f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

## L079 DLAD 52.211-9009 NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL (APR 2002)

(a) Definition.

'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Government has determined that offers of surplus material will not be considered for this acquisition.

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### **EVALUATION – SECTION M:**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following technical factors shall be used to evaluate offers:

#### **1) Past Performance**

- a. Quality
- b. Delivery
- c. Business Relations/Customer Satisfaction

#### **2) DLA Mentoring Business Agreement (MBA) Program**

The factors are listed in **descending** order of importance. Factor 1 is more important than Factor 2. Subfactors a., b., and c. are also in descending order of importance with Subfactor a. of highest importance.

The evaluation of ***Technical proposals is considered of higher importance than*** the evaluation of Business proposals. Accordingly, award will be made giving ***higher*** consideration to offerors' Technical Proposals than Business Proposals.

***Options.*** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

- (b) A written notice of award or acceptance of an offer, furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Awards ***may be*** made bilaterally (two party) and the contractor's signature is required by an individual authorized to bind the company. The contract will not become effective until the contracting officer signs it.

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## **SOURCE EVALUATION AND SELECTION PROCEDURES:**

### **(a) Overview:**

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a Technical and Business Proposal Evaluation as described in paragraph (b) below. The contracting officer will make a competitive range determination based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless an award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and "Final Proposal Revisions" (FPRs) resulting from discussions will undergo further Technical and Business Proposal Evaluations. That proposal which is most advantageous to the Government according to the evaluation factors cited in this section.

*Note: The Defense Supply Center Philadelphia (DSCP) reserves the right to award this solicitation to multiple contractors pending the outcome of the source selection process. Awards will be made to the responsible contractor(s) whose proposal(s) is/are the most advantageous to the Government as determined by the evaluation of proposals according to the evaluation factors cited in this section.*

### **(b) Evaluation Process:**

#### **(1) Technical Evaluation:**

Offerors are required to submit technical proposals as described in the "Instructions to Offerors – Section L" entitled "**SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF SOURCE SELECTION PROPOSAL INFORMATION**" of this solicitation. Each technical proposal will be evaluated against the Technical Factors as specified in this section. Proposals so technically deficient as to make them technically unacceptable *may* be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with offerors whose proposals have been rejected, nor will any offeror of a rejected proposal be given an opportunity to revise its offer to correct those deficiencies in order to make the proposal acceptable after the date and time set for receipt of initial offers. Offerors are *encouraged to provide an accurate, complete Technical Proposal*, otherwise they *may* be required to resubmit all or part of their Technical Proposal during negotiations.

#### **(2) Business Evaluation:**

Each proposal will be evaluated against the requirements of the solicitation. The

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Government will evaluate cost or pricing data or limited pricing information, if requested, with initial proposals or during discussions, in accordance with FAR Subpart 15.4. The Government will evaluate the successful offeror's proposal to determine cost/price realism. Cost/price realism means the costs in an offeror's proposal are realistic for the work to be performed, reflect a clear understanding on the part of the offeror of the solicitation requirements, and are consistent with the various elements of the offeror's technical proposal.

## EVALUATION OF TECHNICAL FACTORS

For the purposes of this solicitation, ***TECHNICAL FACTORS will be considered more important than PRICE.***

### 1. EVALUATION OF PAST PERFORMANCE:

#### GENERAL INFORMATION:

The past performance information furnished by the offeror in accordance with Instructions to Offerors – Section L of this solicitation will receive consideration in varying degrees based on the similarity of this acquisition, and the similarity of the contract types of the contracts/orders listed by the offeror to the type of contract contemplated by this solicitation. The offeror's performance record will be assessed to determine if it demonstrates a level of performance that provides a reasonable assurance that the solicitation requirements will be met.

Past Performance information will be used in the determination of the best value to the Government. This evaluation process will focus on information that demonstrates quality of performance relative to the type, size and complexity of this acquisition.

In addition to information obtained from DSCP's records, data or information relating to the offeror's performance *may* be obtained from sources other than those listed pursuant to this provision, or other than the references furnished by the offeror. Examples of such sources are the Automated Best Value System (ABVS), Dunn & Bradstreet (D & B), Federal agencies other than DSCP, state and local government agencies, and any other independent source or sources which might have information which is considered relevant.

Evaluation of past performance *may be subjective* based on consideration of all relevant facts and circumstances. Included in the determination will be conclusions as to the

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offeror's commitment to customer satisfaction, and other conclusions which will be based on informed judgment. The basis for the conclusions of judgment will be documented and will be furnished to offerors upon request during debriefing.

If an offeror does not have a relevant past performance history, or has no performance history, and its key personnel have no past performance or relevant past performance, the offeror will not be evaluated favorably or unfavorably on past performance.

If the offeror has no past performance history, the Government will evaluate the experience of the offeror's key management and/or technical personnel or the past performance history of any predecessor company as applicable. Proposals from offerors whose key personnel and/or predecessor company(ies) have past performance histories demonstrating a high level of commitment to on-time delivery, quality, and business relations/customer satisfaction will be rated more favorably.

**CONTRACT INFORMATION FURNISHED BY THE OFFEROR  
WILL BE EVALUATED IN THE FOLLOWING ORDER OF  
PRIORITY:**

- (1) Contracts/orders awarded by DSCP for the same or similar items of supply as are covered by this solicitation.
- (2) Contracts/orders awarded by DSCP for supplies within the same Federal Stock Class as those items of supply included in this acquisition.
- (3) Contracts/orders for the same or similar items, and similar in scope of performance (*high volume of orders for Direct Vendor Delivery and/or Stock*) as the contract contemplated by this acquisition awarded by a government agency other than DSCP, or by a commercial customer.

**PAST PERFORMANCE SUBFACTORS:**

Past Performance will be evaluated based on the following considerations. Subfactors 1a., 1b., and 1c. are in descending order of importance. Subfactor a. is of highest importance.

- 
- 1a. Quality
  - 1b. Delivery
  - 1c. Business Relations/Customer Satisfaction
-

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**Subfactor 1a.** The Government will evaluate the offeror's Quality. Accordingly, we will evaluate the offeror's history of providing a quality product in conformance with the requirements of the solicitation without deviation or product quality deficiencies.

**Subfactor 1b.** The Government will evaluate the offeror's Delivery. We will review the offeror's record of on-time performance. Accordingly, the offeror's past performance record will be evaluated to ensure its ability to handle the volume of sales similar to the solicitation's estimated requirements with on-time delivery and to assess its experience in complex contracting with an emphasis on Stock and/or Direct Vendor Delivery.

**Subfactor 1c.** The Government will evaluate the offeror's Business Relations/Customer Satisfaction. Accordingly, we will evaluate the offeror's credibility and commitment to favorable business relations and customer satisfaction, including its overall concern for the interests of the customer.

**Factor 2. – DLA Mentoring Business Agreements (MBA) Program:**

The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors rather than via establishment of an "acceptable" standard. This factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

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## SECTION M

M002 DSCP 52.247-9I05 EVALUATION - F.O.B. ORIGIN  
(SEP 1990) (III)

M004 DSCP 52.247-9I07 EVALUATION - F.O.B. ORIGIN - SPECIAL  
CONDITION (SEP 1990) (III)

M006 DSCP 52.245-9I07 EVALUATION - RENT FREE USE OF  
GOVERNMENT PRODUCTION AND RESEARCH PROPERTY  
IN OFFEROR'S POSSESSION (SEP 1990) (III)

M015 DSCP 52.209-9I03 EVALUATION-FIRST ARTICLE APPROVAL   
(FEB 1970) (III)

The cost to the Government of performing first article  
approval testing is estimated to be \$1500.00 .

M020 DSCP 52.245-9I08 EVALUATION - RENT FREE USE OF  
GOVERNMENT PRODUCTION AND RESEARCH PROPERTY  
(ADDENDUM) (FEB 1970) (III)


M030 DSCP 52.217-9I04 EVALUATION OF OPTIONS WITH  
EPA (JUL 1992) (III)

M047 DSCP 52.217-9I18 EVALUATION OF SURGE/SUSTAINMENT  
PLAN (JAN 1999)

The Government will evaluate each offeror's ability to  
increase its production, if the offeror is a manufacturer,  
or to have production under the contract increased, if the  
offeror is other than a manufacturer, to meet surge and  
sustainment requirements which arise during contract  
performance. Surge/Sustainment Plans submitted will be  
evaluated in accordance with Section L of this  
solicitation.

M016 DSCP 52.247.9I10 F.O.B. ORIGIN  
(NOV 2002)

With respect to items ALL LINE ITEMS  
are invited bids (offers)  
only on the basis of F.O.B. Origin

 Clause M015 applies to all line  
items EXCEPT Line Item 0003



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**EVALUATION – SECTION M:**

**MULTIPLE AWARDS FOR ITEMS REQUIRING FIRST ARTICLE TESTING -  
EVALUATION (DSCP, MAY 2003)**

- (a) The Government will evaluate all offers on this procurement based upon pricing on the annual estimated quantities in addition to Best Value Source Selection criteria described elsewhere in the solicitation.
- (b) Note that while the Government will evaluate pricing on the Annual Estimated Quantities, First Article Test (FAT) requirements will be separately priced.
- (c) After evaluation of offers, the Contracting Officer *may* make a determination to make multiple awards.